

# **Exhibit B**

GLORIA D. WISEMAN  
GLORIA D. WISEMAN vs ING GROEP

February 01, 2018

1-4

<p style="text-align: right;">Page 1</p> <p>1 2 UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK 3 ----- 4 GLORIA D. WISEMAN, 5 6 Plaintiff, 7 8 Case No.: 1:16-cv-7587 9 v. 10 ING GROEP, N.V., VOYA FINANCIAL; and 11 RELIASTAR LIFE INSURANCE COMPANY OF NEW 12 YORK; 13 Defendants. 14 ----- 15 16 DEPOSITION OF GLORIA D. WISEMAN 17 THURSDAY, FEBRUARY 1, 2018 18 10:30 a.m. 19 20 Reported by: Adrienne M. Mignano, RPR 21 Job Number: J1248847 22 23 24 25</p>	<p style="text-align: right;">Page 3</p> <p>1 2 A P P E A R A N C E S: 3 4 LAW OFFICE OF BARUCH S. GOTTESMAN 5 Attorneys for Plaintiff 6 185-12 Union Turnpike 7 Fresh Meadows, New York 11366 8 BY: BARUCH S. GOTTESMAN, ESQ. 9 10 KAPLAN JOHNSON ABATE &amp; BIRD LLP 11 Attorneys for Defendants 12 710 W. Main Street 13 Louisville, Kentucky 40202 14 BY: CLARK JOHNSON, ESQ. 15 16 17 18 19 20 21 22 23 24 25</p>
<p style="text-align: right;">Page 2</p> <p>1 2 3 4 February 1, 2018 5 10:30 a.m. 6 New York, New York 7 8 Deposition of GLORIA D. WISEMAN, 9 held at the offices of Esquire Deposition 10 Solutions, 1384 Broadway, New York, New 11 York, pursuant to Notice, before Adrienne M. 12 Mignano, a Notary Public of the State of New 13 York. 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 4</p> <p>1 2 IT IS HEREBY STIPULATED AND AGREED, by 3 and between the attorneys for the respective 4 parties herein, that filing and sealing of 5 the transcript be waived, and the same are 6 hereby waived. 7 IT IS FURTHER STIPULATED AND AGREED 8 that all objections, except as to the form 9 of the question, shall be reserved to the 10 time of the trial. 11 IT IS FURTHER STIPULATED AND AGREED 12 that the within deposition may be sworn to 13 and signed before any officer authorized to 14 administer an oath, with the same force and 15 effect as if signed and sworn to before the 16 Court. 17 18 19 20 21 22 23 24 25</p>

GLORIA D. WISEMAN  
GLORIA D. WISEMAN vs ING GROEP

February 01, 2018

5-8

<p style="text-align: right;">Page 5</p> <p>1 G. Wiseman</p> <p>2 G L O R I A W I S E M A N, called as a</p> <p>3 witness, having been affirmed was</p> <p>4 examined and testified as follows:</p> <p>5 EXAMINATION BY</p> <p>6 MR. JOHNSON:</p> <p>7 Q Dr. Wiseman, would you state</p> <p>8 your full name for the record.</p> <p>9 A Gloria, G-L-O-R-I-A, Diana,</p> <p>10 D-I-A-N-A, Wiseman, W-I-S-E-M-A-N.</p> <p>11 Q Dr. Wiseman, next question, have</p> <p>12 you ever given a deposition before?</p> <p>13 A I don't think so. There might</p> <p>14 have been once. I was never sued. But I</p> <p>15 believe once I was given -- included in a</p> <p>16 deposition even though I wasn't being</p> <p>17 sued. So it is possible I had one.</p> <p>18 Q Was that a long time ago?</p> <p>19 A Oh, yeah.</p> <p>20 Q Well, let me refresh your</p> <p>21 recollection about how this process works</p> <p>22 today.</p> <p>23 I'm going to be asking</p> <p>24 questions, obviously, and the stenographer</p> <p>25 is going to be taking down what everyone</p>	<p style="text-align: right;">Page 7</p> <p>1 G. Wiseman</p> <p>2 A No, not to my recollection, no.</p> <p>3 Q How about a defendant in any</p> <p>4 lawsuit; have you been a defendant?</p> <p>5 A No, that's why I said I was</p> <p>6 never sued.</p> <p>7 Q How many life insurance policies</p> <p>8 do you own right now?</p> <p>9 A Two. The one with -- it's hard</p> <p>10 to keep track of the names. ING, Voya</p> <p>11 ReliaStar; and I have another one.</p> <p>12 Q Who is the second one with?</p> <p>13 A John Hancock.</p> <p>14 Q And do both of those policies</p> <p>15 insure your life?</p> <p>16 A Only mine.</p> <p>17 Q We'll talk about the policy you</p> <p>18 have with ReliaStar, obviously, today.</p> <p>19 When did you buy the John</p> <p>20 Hancock policy?</p> <p>21 A It was part of my job. When I</p> <p>22 was at one of the hospitals, they offered</p> <p>23 it. It was in the 1990's.</p> <p>24 Q That's the same decade that you</p> <p>25 bought your contract with ReliaStar?</p>
<p style="text-align: right;">Page 6</p> <p>1 G. Wiseman</p> <p>2 says.</p> <p>3 If you let me finish my question</p> <p>4 before you answer, it makes her job a lot</p> <p>5 easier. And, likewise, I'll let you</p> <p>6 finish your answer before I ask the next</p> <p>7 question.</p> <p>8 If you can give your answers</p> <p>9 audibly, shaking your head is something</p> <p>10 that doesn't show up on the transcript.</p> <p>11 A I'll try. Sorry.</p> <p>12 Q That's quite all right.</p> <p>13 And if you don't understand one</p> <p>14 of my questions, just let me know and I'll</p> <p>15 try to rephrase it.</p> <p>16 Your counsel indicated before we</p> <p>17 started that you may need to take some</p> <p>18 breaks today, that's fine. Just let me</p> <p>19 know --</p> <p>20 A Hopefully not.</p> <p>21 Q Let me know if at any point you</p> <p>22 want to take a break, and we'll do that.</p> <p>23 Dr. Wiseman, have you been a</p> <p>24 plaintiff in any case other than the case</p> <p>25 we're here on today?</p>	<p style="text-align: right;">Page 8</p> <p>1 G. Wiseman</p> <p>2 A Yes, because I was going to</p> <p>3 leave the hospital and I wasn't sure that</p> <p>4 they could roll it over to me.</p> <p>5 Q Is the John Hancock policy a</p> <p>6 whole life policy?</p> <p>7 A Yes.</p> <p>8 Q What is the face amount of the</p> <p>9 death benefit?</p> <p>10 A It was increased recently, but</p> <p>11 now it is 1.6 million.</p> <p>12 Q And what is your approximate</p> <p>13 annual premium for that contract?</p> <p>14 A Around \$720 a year.</p> <p>15 Q Has that increased also?</p> <p>16 A No. It actually decreased.</p> <p>17 Q What did it decrease from?</p> <p>18 A \$12,000 a year to 720.</p> <p>19 Q So you had been paying \$12,000 a</p> <p>20 year?</p> <p>21 A Yes.</p> <p>22 Q For how many years?</p> <p>23 A Since around two years ago,</p> <p>24 since the mid 1990s. I had it from the</p> <p>25 early 1990s but supposedly wasn't coming</p>

GLORIA D. WISEMAN  
GLORIA D. WISEMAN vs ING GROEP

February 01, 2018  
9-12

<p style="text-align: right;">Page 9</p> <p>1 G. Wiseman</p> <p>2 with me.</p> <p>3 Q With respect to the ReliaStar</p> <p>4 contract that you own, why did you buy</p> <p>5 that contract?</p> <p>6 MR. GOTTESMAN: Can we go off</p> <p>7 the record for a second?</p> <p>8 MR. JOHNSON: Sure.</p> <p>9 (Discussion held off the record)</p> <p>10 BY MR. JOHNSON:</p> <p>11 Q I'll repeat the question.</p> <p>12 Why did you buy a ReliaStar life</p> <p>13 insurance policy on your own life?</p> <p>14 A I had concerns about whether</p> <p>15 this other policy would come with me.</p> <p>16 Q The John Hancock policy?</p> <p>17 A Yes, because I wanted to go back</p> <p>18 to Columbia. Columbia does not offer that</p> <p>19 type of insurance and I'm a big believer</p> <p>20 in whole life and my mother and I are</p> <p>21 believers in there can't be too much</p> <p>22 insurance.</p> <p>23 My father had an accident and</p> <p>24 died when I was young as a teenager. I</p> <p>25 had to put myself through all of college,</p>	<p style="text-align: right;">Page 11</p> <p>1 G. Wiseman</p> <p>2 contract to you as whole life insurance?</p> <p>3 A Yes, and he said that, you know,</p> <p>4 he had to sell it to my mother. I</p> <p>5 couldn't foretell the claims, he didn't</p> <p>6 know either that there would be a problem</p> <p>7 later; and if there were any issues, it</p> <p>8 could be exchanged. And I was very clear</p> <p>9 about it. Because I exchanged the John</p> <p>10 Hancock when I realized there was a</p> <p>11 problem with writing Voya ReliaStar. And</p> <p>12 I went looking to see any type of issues</p> <p>13 and, therefore, I exchanged it to make</p> <p>14 certain that there would be no age limit,</p> <p>15 that I didn't have to die at a certain</p> <p>16 time. And if I could raise it, fine. And</p> <p>17 because my initial happened on whole life,</p> <p>18 it had a foundation with which to pay off,</p> <p>19 you know, to exchange it, and to roll it</p> <p>20 in that I would also pay less, which was</p> <p>21 another benefit.</p> <p>22 So it didn't even occur to me,</p> <p>23 you know, to question my mother's cousin's</p> <p>24 husband.</p> <p>25 Q You mentioned, Dr. Wiseman, just</p>
<p style="text-align: right;">Page 10</p> <p>1 G. Wiseman</p> <p>2 postgraduate and everything and it was</p> <p>3 difficult. So I wanted to be sure that I</p> <p>4 provided for my children, whether or not</p> <p>5 they existed at the time. I knew that at</p> <p>6 some point, with God's help, I would have</p> <p>7 children and I wanted to provide.</p> <p>8 Q And so having decided that you</p> <p>9 wanted to buy additional insurance, what</p> <p>10 did you do to make that happen?</p> <p>11 A Murray Zucker is an agent of</p> <p>12 insurance and he is -- his wife is a</p> <p>13 cousin of my mother and sold insurance to</p> <p>14 her and financially she dealt with him.</p> <p>15 So he had heard through my</p> <p>16 mother that I was looking, and he</p> <p>17 approached me. I mentioned his company</p> <p>18 and I was very clear about wanting whole</p> <p>19 life insurance and I wanted to have stuff</p> <p>20 left for my children.</p> <p>21 Q So you told Mr. Zucker back in</p> <p>22 the 90s when he approached you that you</p> <p>23 wanted whole life insurance?</p> <p>24 A Yes, absolutely.</p> <p>25 Q And he presented this ReliaStar</p>	<p style="text-align: right;">Page 12</p> <p>1 G. Wiseman</p> <p>2 now that you exchanged some contract for</p> <p>3 another?</p> <p>4 A John Hancock.</p> <p>5 Q So you exchanged the John</p> <p>6 Hancock contract for what?</p> <p>7 A After I found out about the</p> <p>8 problems with my mother, I needed to check</p> <p>9 to make certain that I would have no such</p> <p>10 issues of needing to die before a certain</p> <p>11 age. And that wasn't as whole life as I</p> <p>12 thought. So I exchanged the John Hancock.</p> <p>13 So why would I not want to exchange the</p> <p>14 ING?</p> <p>15 Q So what did you exchange the</p> <p>16 John Hancock for, another John Hancock</p> <p>17 policy?</p> <p>18 A Yes.</p> <p>19 Q When did you do that?</p> <p>20 A Around two years ago. A</p> <p>21 year-and-a-half two years ago.</p> <p>22 Q So your John Hancock policy</p> <p>23 initially was not a whole policy?</p> <p>24 A It was.</p> <p>25 Q Then what did you exchange it</p>

GLORIA D. WISEMAN  
GLORIA D. WISEMAN vs ING GROEP

February 01, 2018  
13-16

<p style="text-align: right;">Page 13</p> <p>1 G. Wiseman</p> <p>2 for?</p> <p>3 A Because the premiums were going</p> <p>4 to go up as I got older and I had concerns</p> <p>5 that the premiums were going up that high</p> <p>6 in the 70's, et cetera, is there some sort</p> <p>7 of question about when I needed to die.</p> <p>8 And when I didn't get the answer that I</p> <p>9 wanted to hear, I decided it wasn't</p> <p>10 practical to pay the kind of premium, you</p> <p>11 know, and keep it going up and up. And I</p> <p>12 asked him about exchange and they said yes</p> <p>13 and even provided an agent and named an</p> <p>14 agent and I exchanged it.</p> <p>15 Q Who is that agent?</p> <p>16 A John Agee.</p> <p>17 Q Is that Bruce Agee?</p> <p>18 A Bruce Agee; A-G-E-E.</p> <p>19 Q So he was introduced to you by</p> <p>20 John Hancock?</p> <p>21 A Yes. And then I met with him to</p> <p>22 see whether or not I trusted him, et</p> <p>23 cetera, et cetera.</p> <p>24 Q And you did?</p> <p>25 A Yeah.</p>	<p style="text-align: right;">Page 15</p> <p>1 G. Wiseman</p> <p>2 I don't recall.</p> <p>3 Q So you did receive a copy of the</p> <p>4 contract around the time that you bought</p> <p>5 it?</p> <p>6 A I saw something at the time. I</p> <p>7 assumed, unfortunately, it was Murray</p> <p>8 Zucker's and I would get my own. I was</p> <p>9 very busy. I worked very hard.</p> <p>10 Q I just want to understand.</p> <p>11 I thought I had heard somewhere</p> <p>12 that you didn't ever receive a copy of the</p> <p>13 contract; is that true?</p> <p>14 A From ING? I don't think so.</p> <p>15 Murray Zucker showed me what he had</p> <p>16 written, and I know it said whole life.</p> <p>17 Otherwise I never would have bought it and</p> <p>18 that it could be exchanged if there were</p> <p>19 any issues. I'm positive about the</p> <p>20 exchange in the whole life because I would</p> <p>21 never have bought it.</p> <p>22 Q So you're positive that the</p> <p>23 contract you bought was a whole life</p> <p>24 policy or you wouldn't have bought it?</p> <p>25 A Correct.</p>
<p style="text-align: right;">Page 14</p> <p>1 G. Wiseman</p> <p>2 Q Have you looked to buy a whole</p> <p>3 life insurance policy from another company</p> <p>4 in place of the ReliaStar contract that</p> <p>5 you currently own?</p> <p>6 A No, I was promised that I would</p> <p>7 be able to exchange this one.</p> <p>8 Q And who promised you that?</p> <p>9 A When I bought it. That's what I</p> <p>10 was told.</p> <p>11 Q Who told you that?</p> <p>12 A Murray Zucker. And it was in</p> <p>13 the initial -- what was written, that it</p> <p>14 could be exchanged for another whole life.</p> <p>15 It turns out this one was a flexible</p> <p>16 something, a flexible policy. And it is</p> <p>17 written in it. And I did see that it was</p> <p>18 for whole life. It could be exchanged.</p> <p>19 Q Did you receive a copy of your</p> <p>20 contract when you purchased it?</p> <p>21 A At the time my mother and I</p> <p>22 lived in the same apartment, so it was</p> <p>23 there. It is possible. I thought she had</p> <p>24 it or Murray Zucker had it. I know that I</p> <p>25 read it. What happened to it afterwards,</p>	<p style="text-align: right;">Page 16</p> <p>1 G. Wiseman</p> <p>2 Q Other than Mr. Zucker, did you</p> <p>3 deal with anyone in connection with buying</p> <p>4 your contract with ReliaStar?</p> <p>5 A No. As I said, he was my</p> <p>6 mother's cousin's husband, and I assumed</p> <p>7 he could be trusted. And, like I said,</p> <p>8 when it came to John Hancock, I didn't use</p> <p>9 Murray Zucker. I used someone else.</p> <p>10 Q Are you disappointed in</p> <p>11 Mr. Zucker's performance here?</p> <p>12 A Well, I was hoping he would -- I</p> <p>13 don't know. He was doing the best he</p> <p>14 could, I guess, he explained, with what he</p> <p>15 had to work with. He was trying, I think</p> <p>16 he felt, to do the best he could at the</p> <p>17 time.</p> <p>18 But as I said, I would never</p> <p>19 have bought the policy if I had known it</p> <p>20 was not whole life and could not be</p> <p>21 exchanged. And he was also led to</p> <p>22 believe, as he told me, that it was whole</p> <p>23 life and it could be exchanged if there</p> <p>24 were any issues.</p> <p>25 Q What did you understand him to</p>

GLORIA D. WISEMAN  
GLORIA D. WISEMAN vs ING GROEP

February 01, 2018  
17-20

<p style="text-align: right;">Page 17</p> <p>1 G. Wiseman</p> <p>2 mean when he said he was doing the best he</p> <p>3 could?</p> <p>4 A He said with what was offered at</p> <p>5 the time. I don't like to say what was</p> <p>6 offered at the time. At the time there</p> <p>7 was whole life, and that's really what I</p> <p>8 wanted; and if it wasn't, then I wouldn't</p> <p>9 have bought it.</p> <p>10 His understanding from Lincoln,</p> <p>11 and then it changed many hands, that it</p> <p>12 absolutely was exchangeable. And I would</p> <p>13 stick to this was a whole life type</p> <p>14 allegedly and could be fully whole life or</p> <p>15 whatever, not so flexible. I don't know</p> <p>16 what flexible does to whole life. I don't</p> <p>17 have that economic knowledge.</p> <p>18 Q Have you asked ReliaStar to</p> <p>19 exchange your policy for a whole life</p> <p>20 policy?</p> <p>21 A Yes.</p> <p>22 Q When did you do that?</p> <p>23 A Well, I had started to, but I</p> <p>24 need to focus on my mother first because</p> <p>25 we lost it because of her age. So it</p>	<p style="text-align: right;">Page 19</p> <p>1 G. Wiseman</p> <p>2 don't want my sons to feel any problem. I</p> <p>3 mean, they have had a difficult enough</p> <p>4 life. I want to provide a lot for them</p> <p>5 and have been trying to provide.</p> <p>6 It is very sad that you are able</p> <p>7 to provide more when somebody dies, but I</p> <p>8 don't want them to have any concerns about</p> <p>9 having a grandmother or a mother going to</p> <p>10 be apologizing continuously for having</p> <p>11 outlived the policy.</p> <p>12 Q So why don't you quit paying for</p> <p>13 your ReliaStar contract and go buy a whole</p> <p>14 life policy with some other company?</p> <p>15 A That may be next up, but why</p> <p>16 should I throw away the 1874 that I paid</p> <p>17 since, when is it, 1994? Those are quite</p> <p>18 a few years.</p> <p>19 Q And the contract has significant</p> <p>20 cash value, doesn't it?</p> <p>21 A Possibly. I need to look into</p> <p>22 it further. Unfortunately, it is easier</p> <p>23 to exchange a policy within the same</p> <p>24 company. If you go to another company,</p> <p>25 you're starting from scratch. So I don't</p>
<p style="text-align: right;">Page 18</p> <p>1 G. Wiseman</p> <p>2 became of dire importance. And so I</p> <p>3 realized I would deal with her first or</p> <p>4 hopefully both at the same time. So it</p> <p>5 became a moot point after I verbally, many</p> <p>6 times in writing asked, and then did not.</p> <p>7 I felt that I had my back on the line, as</p> <p>8 I'm only one person.</p> <p>9 Q What is the maturity date on</p> <p>10 your contract with ReliaStar?</p> <p>11 A I thought there would be no</p> <p>12 maturity date, but apparently it's the</p> <p>13 same like my mother's.</p> <p>14 Q It's already expired?</p> <p>15 A No, I'm not my mother's age; but</p> <p>16 it will expire at some point and nobody</p> <p>17 has any guarantee. Longevity runs in the</p> <p>18 family, so I don't want my sons to be put</p> <p>19 in the same position.</p> <p>20 My mother -- to say that she is</p> <p>21 upset is putting it mildly, she has lost</p> <p>22 her will to live because she keeps on</p> <p>23 apologizing for having outlived the</p> <p>24 policy.</p> <p>25 And I'm a single mother and I</p>	<p style="text-align: right;">Page 20</p> <p>1 G. Wiseman</p> <p>2 want to throw away what I have.</p> <p>3 Q And you haven't given written</p> <p>4 notice to exchange your contract on your</p> <p>5 life to ReliaStar?</p> <p>6 A Because my mother came first.</p> <p>7 Q I'm just asking -- I'm not</p> <p>8 asking why. I'm just asking whether that</p> <p>9 is a fact.</p> <p>10 A That is my intention, but my</p> <p>11 mother came first.</p> <p>12 Q Let's talk about your mother's</p> <p>13 contract. That's the contract that is at</p> <p>14 issue in this lawsuit, isn't it?</p> <p>15 A Yes.</p> <p>16 Q Were you involved in any way in</p> <p>17 your mother's purchase of that contract?</p> <p>18 A I didn't buy it for her. She</p> <p>19 was dealing with Murray Zucker who was her</p> <p>20 sole financial person as well as</p> <p>21 insurance, and we discussed whole life and</p> <p>22 the importance of whole life and not just</p> <p>23 term or anything like or anything that's</p> <p>24 not totally whole life, that it should</p> <p>25 have -- bring money on the side and build</p>



GLORIA D. WISEMAN  
GLORIA D. WISEMAN vs ING GROEP

February 01, 2018  
21-24

<p style="text-align: right;">Page 21</p> <p>1 G. Wiseman</p> <p>2 itself up and et cetera, et cetera, that</p> <p>3 it should be worth something.</p> <p>4 You never know what life holds</p> <p>5 for you as both of us have found. Life</p> <p>6 has a lot of surprises, and I believe in a</p> <p>7 Plan A and a Plan B.</p> <p>8 Q So when you say "we discussed</p> <p>9 that it should be whole life," who had</p> <p>10 that discussion?</p> <p>11 A My mother and I.</p> <p>12 Q Were you present in any meetings</p> <p>13 between your mother and Mr. Zucker in</p> <p>14 connection with her decision to buy this</p> <p>15 contract?</p> <p>16 A When she was talking with Murray</p> <p>17 Zucker on the phone, at some point I got</p> <p>18 on and I made certain that he understood</p> <p>19 that it was to be whole life and to be</p> <p>20 able to be built up, blah, blah, blah.</p> <p>21 She should live for many years, and</p> <p>22 hopefully we don't need to collect on it</p> <p>23 too soon. But it should be what I, in my</p> <p>24 research, found would be the best way to</p> <p>25 go would be a whole life.</p>	<p style="text-align: right;">Page 23</p> <p>1 G. Wiseman</p> <p>2 A Yes.</p> <p>3 MR. JOHNSON: Let's mark this as</p> <p>4 Exhibit 1, if we could.</p> <p>5 (Whereupon, Contract by Lincoln</p> <p>6 Life Insurance Company, was marked as</p> <p>7 Defendants' Exhibit 1 for</p> <p>8 identification, as of this date.)</p> <p>9 BY MR. JOHNSON:</p> <p>10 Q Dr. Wiseman, I've marked as</p> <p>11 Exhibit 1 a copy of a contract issued by</p> <p>12 Lincoln Security Life Insurance Company.</p> <p>13 A Uh-huh.</p> <p>14 Q If you flip four pages in, you</p> <p>15 will see a policy data sheet.</p> <p>16 Do you see that?</p> <p>17 A Yes.</p> <p>18 Q And you see your mother's name</p> <p>19 there?</p> <p>20 A Under "Insured"?</p> <p>21 Q Correct.</p> <p>22 A Yes.</p> <p>23 Q Is what I have handed you a copy</p> <p>24 of your mother's life insurance contract</p> <p>25 that is now owned by ReliaStar?</p>
<p style="text-align: right;">Page 22</p> <p>1 G. Wiseman</p> <p>2 Q So it is your testimony that you</p> <p>3 were involved in discussions in connection</p> <p>4 with your mother's decision to purchase a</p> <p>5 life insurance policy?</p> <p>6 A Well, I made it very clear to</p> <p>7 her. And I said it to Murray Zucker, but</p> <p>8 I was not -- she dealt with him directly.</p> <p>9 I mean, he is a relative so we speak from</p> <p>10 time to time. So -- but I felt it was</p> <p>11 understood.</p> <p>12 Q So your knowledge of her</p> <p>13 dealings with Mr. Zucker secondhand, what</p> <p>14 she told you about her conversation with</p> <p>15 Mr. Zucker?</p> <p>16 A Her dealings with Mr. Zucker to</p> <p>17 a certain extent may be secondhand was --</p> <p>18 I work very long hours, but I had made to</p> <p>19 her my recommendations, as I thought I had</p> <p>20 made to him. And when, later on, I was</p> <p>21 offered allegedly the same thing from the</p> <p>22 same company, I was very clear on what I</p> <p>23 wanted.</p> <p>24 Q And that was a whole life</p> <p>25 policy?</p>	<p style="text-align: right;">Page 24</p> <p>1 G. Wiseman</p> <p>2 A That's my understanding. I'm</p> <p>3 not present to know who owns and who</p> <p>4 doesn't own what.</p> <p>5 Q Does this look like the contract</p> <p>6 that --</p> <p>7 A She does not have the original</p> <p>8 waiver either.</p> <p>9 Q I think you told me that you</p> <p>10 looked at the contract --</p> <p>11 A Something that was in Murray</p> <p>12 Zucker's hand that he claimed was like</p> <p>13 their contract or was a sample of their</p> <p>14 contract.</p> <p>15 Q Do you recall at this point</p> <p>16 whether it was substantially the same as</p> <p>17 the document in front of you now as</p> <p>18 Exhibit 1?</p> <p>19 A I did not check my mother's. I</p> <p>20 only tried to check on mine. I tried to</p> <p>21 be very clear about it.</p> <p>22 My mother is an independent</p> <p>23 woman.</p> <p>24 Q So she made her own decision in</p> <p>25 buying this contract in 1991?</p>

GLORIA D. WISEMAN  
GLORIA D. WISEMAN vs ING GROEP

February 01, 2018  
25-28

<p style="text-align: right;">Page 25</p> <p>1 G. Wiseman</p> <p>2 A No. Based on her knowledge and</p> <p>3 belief, and she felt the same way of whole</p> <p>4 life, all I'm saying about is the fact</p> <p>5 that I worked, unfortunately, very long</p> <p>6 hours.</p> <p>7 My mother did not feel that I</p> <p>8 needed to be present when she signed</p> <p>9 something. That's all I'm saying.</p> <p>10 Q Okay.</p> <p>11 And if you look at the first</p> <p>12 page of Exhibit 1, at the bottom there is</p> <p>13 a heading that says, Policy Summary.</p> <p>14 Do you see that?</p> <p>15 A Yes.</p> <p>16 Q And the first sentence says,</p> <p>17 "This policy provides flexible premium</p> <p>18 adjustable life insurance to maturity</p> <p>19 date."</p> <p>20 Do you see that?</p> <p>21 A Yes.</p> <p>22 Q What did you understand the</p> <p>23 maturity date to be?</p> <p>24 A I did not understand it because</p> <p>25 this was not a page that I saw. Because</p>	<p style="text-align: right;">Page 27</p> <p>1 G. Wiseman</p> <p>2 Q First page, second page, fourth</p> <p>3 page. If you would flip, Dr. Wiseman, to</p> <p>4 the back.</p> <p>5 A It's interesting. You have --</p> <p>6 MR. GOTTESMAN: Let him finish</p> <p>7 his question.</p> <p>8 A Yes, I'm sorry.</p> <p>9 Q Did you want to make an</p> <p>10 observation?</p> <p>11 A No, it refers to age.</p> <p>12 Q If you flip to the very back of</p> <p>13 Exhibit 1, Dr. Wiseman, the last three</p> <p>14 pages.</p> <p>15 A Yes.</p> <p>16 Q There is something that says</p> <p>17 Exhibit A, Comparison Statement at the</p> <p>18 top?</p> <p>19 A Yes.</p> <p>20 Q And kind of in the middle of the</p> <p>21 page there are two columns, one for</p> <p>22 Existing Life Insurance and one for</p> <p>23 Proposed Life Insurance.</p> <p>24 Do you see that?</p> <p>25 A Existing life insurance and</p>
<p style="text-align: right;">Page 26</p> <p>1 G. Wiseman</p> <p>2 as I said, I am very careful. If I had</p> <p>3 gotten it, I would have kept it. So I</p> <p>4 didn't see anything about maturity date.</p> <p>5 When I found out about the maturity date,</p> <p>6 I did something with my other policy.</p> <p>7 Q When did you find out about</p> <p>8 maturity date?</p> <p>9 A When I found out that my mother</p> <p>10 was paying \$22,000 a year for her present</p> <p>11 insurance, which I was not aware of at</p> <p>12 that point yet, and that -- and then she</p> <p>13 needed to die by the time she was around</p> <p>14 95, 96.</p> <p>15 Q So you were not aware that her</p> <p>16 contract or your contract had a maturity</p> <p>17 date until two or three years ago?</p> <p>18 A That's correct. It was late</p> <p>19 2014. If I had been aware, I would not</p> <p>20 have been shocked to find that out.</p> <p>21 Q And if you had had a copy of the</p> <p>22 contract, you would see the maturity date</p> <p>23 listed throughout the contract, right?</p> <p>24 A Well, I see the word "maturity</p> <p>25 date."</p>	<p style="text-align: right;">Page 28</p> <p>1 G. Wiseman</p> <p>2 proposed life insurance. Yes.</p> <p>3 Q And if you look under each of</p> <p>4 those columns, you'll see a listing for</p> <p>5 "the age at which coverage ceases under</p> <p>6 the existing life insurance and under the</p> <p>7 proposed life insurance."</p> <p>8 Do you see that?</p> <p>9 Age 95 for both the existing and</p> <p>10 the proposed life insurance, right?</p> <p>11 A Yes. Yes. And as I said, I did</p> <p>12 not see this, I didn't know this.</p> <p>13 Actually not even with mine.</p> <p>14 Q If you look at the last page of</p> <p>15 Exhibit 1, Dr. Wiseman, is that your</p> <p>16 mother's signature on the last page?</p> <p>17 A Yes.</p> <p>18 Q And your mother there</p> <p>19 acknowledges that she received this</p> <p>20 comparison statement before applying for</p> <p>21 the new insurance?</p> <p>22 A Yes and no. I'm sure she signed</p> <p>23 it because he asked her to sign it. Women</p> <p>24 are very different. She is a different</p> <p>25 generation.</p>



GLORIA D. WISEMAN  
GLORIA D. WISEMAN vs ING GROEP

February 01, 2018  
29-32

<p style="text-align: right;">Page 29</p> <p>1 G. Wiseman</p> <p>2 Q So she, at least, acknowledged</p> <p>3 that she received this document which</p> <p>4 indicated that in the new proposed life</p> <p>5 insurance policy, coverage would cease at</p> <p>6 age 95?</p> <p>7 MR. GOTTESMAN: Objection.</p> <p>8 Hearsay. You can answer.</p> <p>9 A I don't know what she was</p> <p>10 thinking at the time, but women change all</p> <p>11 the time. My mother had blind trust in</p> <p>12 this person, and he probably just told her</p> <p>13 to sign it and who knows what got filled</p> <p>14 in later. She didn't read it over</p> <p>15 carefully. Chances are it wasn't</p> <p>16 completed.</p> <p>17 Q Why do you say that?</p> <p>18 A Because she would have probably</p> <p>19 have had to run to his office in downtown</p> <p>20 Manhattan to sign it and then go back. I</p> <p>21 don't know if at the time she was still</p> <p>22 working or was just recently stopping to</p> <p>23 work.</p> <p>24 Q You don't have any knowledge one</p> <p>25 way or the other about whether this was</p>	<p style="text-align: right;">Page 31</p> <p>1 G. Wiseman</p> <p>2 again, that's my understanding and I'm not</p> <p>3 my mother, I guess he advised her for many</p> <p>4 years. She isn't -- at this point in time</p> <p>5 she wouldn't have been cynical or</p> <p>6 questioning. She's grown up since then.</p> <p>7 Q So you think she should have</p> <p>8 questioned Mr. Zucker?</p> <p>9 A I believe this whole thing</p> <p>10 occurred because she didn't question.</p> <p>11 Q In the middle of the last page</p> <p>12 of Exhibit 1 -- you're on the right page.</p> <p>13 There is a number 5. It says,</p> <p>14 "The primary reason for the proposed</p> <p>15 replacement of the existing life insurance</p> <p>16 by new insurance is as follows:"</p> <p>17 Can you read the handwriting</p> <p>18 there?</p> <p>19 A "Lower cost, higher values".</p> <p>20 Q Was that your understanding as</p> <p>21 to why your mother was replacing her</p> <p>22 existing life insurance with the Lincoln</p> <p>23 contract?</p> <p>24 A I didn't question my mother as</p> <p>25 to why she was doing it, whether she was</p>
<p style="text-align: right;">Page 30</p> <p>1 G. Wiseman</p> <p>2 completed before she signed it, right?</p> <p>3 A I have no knowledge of it yes or</p> <p>4 no. I don't think that she really would</p> <p>5 have left with full knowledge of a 95.</p> <p>6 Chances are she would have mentioned it.</p> <p>7 I don't know. I can't tell what she was</p> <p>8 thinking because I'm not her.</p> <p>9 Q And so you don't know what her</p> <p>10 expectations were in buying this contract?</p> <p>11 A I'm not her. I don't know, but</p> <p>12 I doubt her expectations were to have a</p> <p>13 cutoff at 95.</p> <p>14 Q And why do you doubt that?</p> <p>15 Is it because you always talked</p> <p>16 about whole life insurance?</p> <p>17 A Because we spoke about whole</p> <p>18 life insurance. I mean -- and one would</p> <p>19 like to think that, you know, you would</p> <p>20 have it as long as you're alive.</p> <p>21 Q I think you mentioned that</p> <p>22 Mr. Zucker was also a financial advisor to</p> <p>23 your mother. He did more than just sell</p> <p>24 this contract to her; is that right?</p> <p>25 A Well, my understanding and,</p>	<p style="text-align: right;">Page 32</p> <p>1 G. Wiseman</p> <p>2 increasing her insurance, switching it.</p> <p>3 My mother listened to Murray</p> <p>4 Zucker and, you know, I learned whatever I</p> <p>5 did along the way. But my mother is very</p> <p>6 trusting. I used to be too. I don't know</p> <p>7 what she was thinking at the time. But I</p> <p>8 do know, just I know her, she is very</p> <p>9 trusting.</p> <p>10 Q And so you don't -- I think</p> <p>11 you've already said you don't know what</p> <p>12 her expectations were when she bought this</p> <p>13 contract?</p> <p>14 A She probably assumed it was</p> <p>15 whole life and that this contract would</p> <p>16 cost her less and give her more money.</p> <p>17 Q When you say she probably</p> <p>18 assumed that, do you know what she</p> <p>19 assumed?</p> <p>20 A I have no way of knowing. But</p> <p>21 it says, "Lower cost, higher values".</p> <p>22 Chances are, it will be easy to tell her,</p> <p>23 listen, I have this other policy, same</p> <p>24 company but it is going to cost you less</p> <p>25 and you'll get more insurance. And she</p>

GLORIA D. WISEMAN  
GLORIA D. WISEMAN vs ING GROEP

February 01, 2018  
33-36

<p style="text-align: right;">Page 33</p> <p>1 G. Wiseman</p> <p>2 would have assumed that it was whole life,</p> <p>3 that she didn't have to die on a certain</p> <p>4 date.</p> <p>5 Q You said she would assume that.</p> <p>6 Do you know what she assumed?</p> <p>7 A I have no way of assuming what</p> <p>8 she knew.</p> <p>9 Q Or of knowing what she assumed?</p> <p>10 A Yes, but I asked her if she knew</p> <p>11 about the cutoff date, and she told me</p> <p>12 many times that she did not.</p> <p>13 Q Who has paid the premiums on the</p> <p>14 policy on your mother?</p> <p>15 A My mother did. And as she got</p> <p>16 older and then she told me how much and</p> <p>17 that she was struggling, then I helped</p> <p>18 her.</p> <p>19 Q So she paid the premiums at</p> <p>20 least until the premiums went up</p> <p>21 substantially?</p> <p>22 A With the \$22,000 she was</p> <p>23 struggling and she was scratching to pay</p> <p>24 it. And then I tried to help her with</p> <p>25 what I can and look at stuff I could sell</p>	<p style="text-align: right;">Page 35</p> <p>1 G. Wiseman</p> <p>2 Q Was it always at least half?</p> <p>3 A It's hard to tell because I</p> <p>4 had -- I was involved with so much of my</p> <p>5 stuff at the time, so I was trying to look</p> <p>6 for what could be sold and given to her</p> <p>7 that she could cover the costs.</p> <p>8 Q And do you know how much?</p> <p>9 A It would have been enough for</p> <p>10 the whole thing but the question is, did</p> <p>11 she spend something, a part of it on</p> <p>12 something else? I don't know.</p> <p>13 Chances are it was the whole</p> <p>14 thing. The whole idea was to give her the</p> <p>15 money to pay the whole thing and whatever</p> <p>16 else she needed. So it was that and more.</p> <p>17 Q So she continued to pay it but</p> <p>18 you gave her money so that she could pay</p> <p>19 for insurance and other costs that she</p> <p>20 has?</p> <p>21 A Yes. I didn't want her to have</p> <p>22 somebody else sign off for her.</p> <p>23 Q Did you become the owner of</p> <p>24 Exhibit 1 at some point in time?</p> <p>25 A I guess.</p>
<p style="text-align: right;">Page 34</p> <p>1 G. Wiseman</p> <p>2 so we could pay it.</p> <p>3 Q How much did you personally pay</p> <p>4 in premiums on this contract?</p> <p>5 A I don't remember. I know that</p> <p>6 as much as I can I give my mother money,</p> <p>7 but it varies all the time of what is</p> <p>8 necessary.</p> <p>9 Q Can you give me an estimate of</p> <p>10 what the amount of premiums that you have</p> <p>11 paid on this contract?</p> <p>12 A I probably gave her the money</p> <p>13 since I found out about the amount. It</p> <p>14 may have been around 2014 or late 2014 and</p> <p>15 onward.</p> <p>16 Q That you paid how much?</p> <p>17 A Whatever I could to help her,</p> <p>18 the full 22 or close to it. Hand over to</p> <p>19 her as much as I could in different ways.</p> <p>20 Q How much though is what I'm</p> <p>21 trying to get at?</p> <p>22 A I don't know. It could be all</p> <p>23 of it.</p> <p>24 Q Or almost none of it?</p> <p>25 A No.</p>	<p style="text-align: right;">Page 36</p> <p>1 G. Wiseman</p> <p>2 Q Do you know?</p> <p>3 A I found out afterwards. I</p> <p>4 didn't know I was owner of the policy. It</p> <p>5 was a little bit of a surprise. I was</p> <p>6 like, oh, really. You mean mine? No.</p> <p>7 Q So when did you find out you</p> <p>8 became the owner?</p> <p>9 A Late 2014 when I started to help</p> <p>10 with it, and then I was looking at it and</p> <p>11 I was like, what do you mean I'm the</p> <p>12 owner?</p> <p>13 Q Did you find out when you had</p> <p>14 become the owner?</p> <p>15 I understand you found out in</p> <p>16 2014 that you had become the owner, but</p> <p>17 did you find out at that time how long you</p> <p>18 had been the owner?</p> <p>19 A I was afraid to ask.</p> <p>20 What does being the owner</p> <p>21 entail?</p> <p>22 THE WITNESS: I guess I should</p> <p>23 have asked you that.</p> <p>24 BY MR. JOHNSON:</p> <p>25 Q Unfortunately, the way this</p>

GLORIA D. WISEMAN  
GLORIA D. WISEMAN vs ING GROEP

February 01, 2018

37-40

<p style="text-align: right;">Page 37</p> <p>1 G. Wiseman</p> <p>2 works is I'm the only one who gets to ask</p> <p>3 questions.</p> <p>4 A I know. I'm sorry.</p> <p>5 Q But you understand that you are</p> <p>6 the owner now?</p> <p>7 A Yes, whatever that means; yes.</p> <p>8 Q And do you know when you became</p> <p>9 the owner?</p> <p>10 A No idea.</p> <p>11 Q Do you know how you became the</p> <p>12 owner?</p> <p>13 A No idea.</p> <p>14 Q Did you ask Mr. Zucker how you</p> <p>15 became the owner?</p> <p>16 A Probably, but he has no recall.</p> <p>17 If he has no recall, who is going to</p> <p>18 recall?</p> <p>19 I don't know if it would had</p> <p>20 been that way all the way or some change</p> <p>21 was made because my mother was getting</p> <p>22 older. I have no idea.</p> <p>23 Q Your mother didn't tell you that</p> <p>24 she had assigned the contract to you for</p> <p>25 ownership?</p>	<p style="text-align: right;">Page 39</p> <p>1 G. Wiseman</p> <p>2 and when.</p> <p>3 Q Was the letter about maturity</p> <p>4 date addressed to your mother or to you?</p> <p>5 A I believe to my mother.</p> <p>6 Q And was one of the phone calls</p> <p>7 you made to Mr. Zucker?</p> <p>8 A Yes, initially it was to</p> <p>9 Mr. Zucker and then later to the company.</p> <p>10 Mr. Zucker and I had spoken</p> <p>11 about my wish to then exchange the policy</p> <p>12 of her needing to die.</p> <p>13 Q So you found out about the</p> <p>14 maturity date and your first call was to</p> <p>15 Mr. Zucker?</p> <p>16 A Well, I had asked Mr. Zucker and</p> <p>17 then I tried to find out from</p> <p>18 Voya/ReliaStar.</p> <p>19 Q When you spoke to Mr. Zucker,</p> <p>20 and this would be late 2014, early 2015,</p> <p>21 how long had it been since you had spoken</p> <p>22 to him prior to that point in time?</p> <p>23 A We don't speak that often. He</p> <p>24 speaks to my mother. He is not exactly a</p> <p>25 spring chicken. He is not youthful. He</p>
<p style="text-align: right;">Page 38</p> <p>1 G. Wiseman</p> <p>2 A No.</p> <p>3 Q And I'm not saying that she did,</p> <p>4 I don't know. That's what I'm trying to</p> <p>5 figure out.</p> <p>6 A Same here.</p> <p>7 Q You mentioned that you found out</p> <p>8 about the maturity date in this contract</p> <p>9 in late 2014.</p> <p>10 How is it that you found out</p> <p>11 about the maturity date then?</p> <p>12 A First I found out about the</p> <p>13 amount and then I was trying to figure out</p> <p>14 how you went from 4,000 suddenly to 22,000</p> <p>15 since at least 2013.</p> <p>16 Then I assumed it went until the</p> <p>17 end of time. And then I don't like to</p> <p>18 think of somebody dying on a certain date.</p> <p>19 And then at some point I saw a letter from</p> <p>20 Voya. Because I don't open her mail.</p> <p>21 We're very good about not opening each</p> <p>22 other's mail. And I saw something about a</p> <p>23 maturity date. And then I tried to ask</p> <p>24 her and I started making phone calls to</p> <p>25 find out what was meant by maturity date</p>	<p style="text-align: right;">Page 40</p> <p>1 G. Wiseman</p> <p>2 has his own issues. His wife has issues.</p> <p>3 So we don't speak that often and --</p> <p>4 Q It had been years since you</p> <p>5 spoke to Mr. Zucker; is that fair?</p> <p>6 A No, we speak intermittently but</p> <p>7 we speak on social occasions. It's not</p> <p>8 like you're at a wedding or something and</p> <p>9 it's not like, okay, let's speak about</p> <p>10 this. Plus, by now I believe he is in a</p> <p>11 wheelchair -- certainly his wife is -- and</p> <p>12 intermittently or totally he might be by</p> <p>13 now too.</p> <p>14 Q What did Mr. Zucker say to you</p> <p>15 when you called him to ask him about the</p> <p>16 maturity date.</p> <p>17 MR. GOTTESMAN: Objection.</p> <p>18 Hearsay. You can answer.</p> <p>19 A He said that he knows that there</p> <p>20 is a clause in the policy where it could</p> <p>21 be exchanged. And then I should try to</p> <p>22 exchange it.</p> <p>23 His words were, you probably</p> <p>24 need to get a lawyer because I wasn't able</p> <p>25 to exchange it on my own.</p>

GLORIA D. WISEMAN  
GLORIA D. WISEMAN vs ING GROEP

February 01, 2018

41-44

<p style="text-align: right;">Page 41</p> <p>1 G. Wiseman</p> <p>2 Q So he had tried to exchange it</p> <p>3 for you already?</p> <p>4 A That actually would be guessing</p> <p>5 but that was my understanding. He might</p> <p>6 have. So then I just tried on my own to</p> <p>7 speak to Voya and ReliaStar and see where</p> <p>8 I could get on my own.</p> <p>9 Q Back in the 1990s when you and</p> <p>10 your mother each purchased ReliaStar</p> <p>11 policies, did you ask any questions about</p> <p>12 what policies were available at that point</p> <p>13 in time to exchange into?</p> <p>14 A When it was being bought for me?</p> <p>15 Q Correct.</p> <p>16 A Well, I was hoping it was whole</p> <p>17 life. It would be exchanged for another</p> <p>18 whole life. I certainly would not have</p> <p>19 been interested in term. I have walked</p> <p>20 away from too many of them through work.</p> <p>21 And I would want something that rolled</p> <p>22 over with me.</p> <p>23 Q Did you ask Mr. Zucker when you</p> <p>24 were purchasing your contract what other</p> <p>25 contracts the company had that you could</p>	<p style="text-align: right;">Page 43</p> <p>1 G. Wiseman</p> <p>2 exchanges if I didn't know there were</p> <p>3 issues?</p> <p>4 Q The question was: Did you</p> <p>5 discuss the exchange provision when you</p> <p>6 purchased the contract?</p> <p>7 A Absolutely. Because this was a</p> <p>8 problem that I wanted to know I could</p> <p>9 exchange it.</p> <p>10 Q And Mr. Zucker assured you that</p> <p>11 there would be a whole life policy</p> <p>12 available for you to exchange to?</p> <p>13 A He said that is what they write</p> <p>14 in their policy. He didn't show me mine</p> <p>15 but he showed me a sample, but that is</p> <p>16 what they write.</p> <p>17 Q What did he say; that they would</p> <p>18 have a contract available?</p> <p>19 A Yes.</p> <p>20 Q And do you know whether your</p> <p>21 mother had any conversation with</p> <p>22 Mr. Zucker about the exchange provision</p> <p>23 when she purchased her contract?</p> <p>24 A Yes, because we had discussed it</p> <p>25 that it had to be something worthwhile.</p>
<p style="text-align: right;">Page 42</p> <p>1 G. Wiseman</p> <p>2 exchange into at some point in the future?</p> <p>3 A He said that there were other</p> <p>4 whole life, you know, that they promised</p> <p>5 whole life so there had to be other whole</p> <p>6 life policies. And reassured me that, you</p> <p>7 know, that that was the promise, that it</p> <p>8 could be exchanged. And until we were</p> <p>9 actually dealing with it, so, like, don't</p> <p>10 worry about it.</p> <p>11 Q It's hypothetical until you want</p> <p>12 to exchange, right?</p> <p>13 A Right. Because basically things</p> <p>14 change over the years, everything is</p> <p>15 getting better, there will be more time</p> <p>16 even, it's getting better.</p> <p>17 Q But you talked about the</p> <p>18 exchange, right, when you purchased your</p> <p>19 contract?</p> <p>20 A Well, I was hoping it was what I</p> <p>21 wanted. I didn't know there would be</p> <p>22 issues. He just said if there were issues</p> <p>23 that it could be exchanged.</p> <p>24 So if I didn't know there were</p> <p>25 issues, why would I be discussing</p>	<p style="text-align: right;">Page 44</p> <p>1 G. Wiseman</p> <p>2 Q So you recall over 25 years ago</p> <p>3 you and your mother discussing the</p> <p>4 exchange provision in her contract in</p> <p>5 connection with her decision to purchase</p> <p>6 it?</p> <p>7 A I know I discussed it with mine.</p> <p>8 And I know that I had a discussion with</p> <p>9 her about this not only because it was 25</p> <p>10 years ago, because, as I said, I walked</p> <p>11 away and left -- lost term insurances.</p> <p>12 And then one of the hospitals I</p> <p>13 was working at was offering something that</p> <p>14 is like whole life, and I looked into it,</p> <p>15 et cetera and I bought it. And then I</p> <p>16 contacted the one who sold it to that</p> <p>17 hospital later because initially she</p> <p>18 thought she couldn't roll it over, turned</p> <p>19 out you could.</p> <p>20 And because of the question at</p> <p>21 the time, I made a big deal of the fact</p> <p>22 that it needed to be whole life and it</p> <p>23 could be rolled over and it could be</p> <p>24 exchanged, because I thought I lost the</p> <p>25 John Hancock one.</p>



GLORIA D. WISEMAN  
GLORIA D. WISEMAN vs ING GROEP

February 01, 2018  
45-48

<p style="text-align: right;">Page 45</p> <p>1 G. Wiseman</p> <p>2 Q So I just want to understand.</p> <p>3 When your mother was looking at</p> <p>4 purchasing a policy --</p> <p>5 A I told her about my experience.</p> <p>6 Q And that she should make sure --</p> <p>7 A And made a strong recommendation</p> <p>8 that if she were ever to change it, she</p> <p>9 should stick to whole life and exchange if</p> <p>10 there are issues that we don't foresee.</p> <p>11 MR. JOHNSON: We've been going</p> <p>12 about an hour. Why don't we take a</p> <p>13 short break.</p> <p>14 Let's go off the record.</p> <p>15 (Thereupon, a recess was taken,</p> <p>16 and then the proceedings continued as</p> <p>17 follows:)</p> <p>18 BY MR. JOHNSON:</p> <p>19 Q Dr. Wiseman, do you have any</p> <p>20 reason to believe that what we have marked</p> <p>21 as Exhibit 1 is not the contract that you</p> <p>22 owned with ReliaStar on your mother's</p> <p>23 life?</p> <p>24 A I have no way of telling because</p> <p>25 like I said, I only quickly saw a sample.</p>	<p style="text-align: right;">Page 47</p> <p>1 G. Wiseman</p> <p>2 for identification, as of this date.)</p> <p>3 THE WITNESS: You get the</p> <p>4 original.</p> <p>5 BY MR. JOHNSON:</p> <p>6 Q You actually get the original.</p> <p>7 You're the guest of Honor.</p> <p>8 A This is to Mrs. Wiseman, meaning</p> <p>9 my mother.</p> <p>10 Q That was going to be my</p> <p>11 question. You're reading my mind.</p> <p>12 I was going to chastise them for</p> <p>13 not calling you "Doctor".</p> <p>14 You are a doctor, aren't you?</p> <p>15 A Yes.</p> <p>16 Q So this is to your mother?</p> <p>17 A I don't know because apparently</p> <p>18 not. One ends with "E" and one ends with</p> <p>19 "G".</p> <p>20 Q And one has -- had a \$300,000</p> <p>21 death benefit and one has a \$500,000 death</p> <p>22 benefit?</p> <p>23 A Yes.</p> <p>24 Q Whose telephone number and fax</p> <p>25 number is on page 1?</p>
<p style="text-align: right;">Page 46</p> <p>1 G. Wiseman</p> <p>2 I didn't see one that was mine. I didn't</p> <p>3 see one that was my mother's. And I feel</p> <p>4 very bad about it that I don't have it,</p> <p>5 and I was always so busy.</p> <p>6 Q So if I understand your</p> <p>7 testimony, you believe that when you</p> <p>8 purchased your contract, you saw a sample</p> <p>9 contract that Mr. Zucker showed you?</p> <p>10 A I believe so.</p> <p>11 Q And that thereafter you never</p> <p>12 had possession of a copy of your contract</p> <p>13 until --</p> <p>14 A I assume that he may have given</p> <p>15 it to my mother because at the time I was</p> <p>16 always at work.</p> <p>17 Q So you assumed that Mr. Zucker</p> <p>18 gave your contract to your mother?</p> <p>19 A But apparently that's not the</p> <p>20 case, but I did assume it.</p> <p>21 MR. JOHNSON: Let's mark this as</p> <p>22 Exhibit 2, if we could.</p> <p>23 (Whereupon, Service Information</p> <p>24 Report from ING for Gloria D. Wiseman,</p> <p>25 was marked as Defendants' Exhibit 2</p>	<p style="text-align: right;">Page 48</p> <p>1 G. Wiseman</p> <p>2 A Mine.</p> <p>3 Q This is from 2010.</p> <p>4 Did your mother live with you at</p> <p>5 that point in time?</p> <p>6 A No, I lived in New Jersey.</p> <p>7 Q And that's the 201 area code?</p> <p>8 A Correct.</p> <p>9 I'm just not used to seeing my</p> <p>10 name as Mrs. Wiseman.</p> <p>11 Q Understood.</p> <p>12 A I mean, that's my maiden name.</p> <p>13 Q I'm sorry, you said that's your</p> <p>14 maiden name?</p> <p>15 A Yes, Wiseman is my maiden name.</p> <p>16 Q What other names have you had?</p> <p>17 A When I was married I was</p> <p>18 Wiseman-Hirschprung,</p> <p>19 H-I-R-S-C-H-P-R-U-N-G.</p> <p>20 When I got divorced I left -- I</p> <p>21 legally took off the Hirschprung.</p> <p>22 Q When was that?</p> <p>23 A February 23, 2011. But as a</p> <p>24 physician, I always worked as Wiseman, so</p> <p>25 there was no name change there.</p>



GLORIA D. WISEMAN  
GLORIA D. WISEMAN vs ING GROEP

February 01, 2018  
49-52

<p style="text-align: right;">Page 49</p> <p>1 G. Wiseman</p> <p>2 Q Do you still work as a</p> <p>3 physician?</p> <p>4 A Yes.</p> <p>5 Q Why was this service information</p> <p>6 report sent to you in 2010?</p> <p>7 A May I ask a question?</p> <p>8 Q Certainly.</p> <p>9 A What is LW&amp;T?</p> <p>10 Q I think that stands for last</p> <p>11 will and trust, but I don't know.</p> <p>12 I'll repeat the question.</p> <p>13 Why was this document, Exhibit</p> <p>14 2, sent to you in June of 2010?</p> <p>15 A I don't know. It may have been</p> <p>16 because I was separated and I was trying</p> <p>17 to check everything. I didn't know it had</p> <p>18 to be given. I have no idea. I have no</p> <p>19 idea.</p> <p>20 Q That's okay. It's a fine</p> <p>21 answer.</p> <p>22 Dr. Wiseman, if you look back at</p> <p>23 Exhibit 1, let's talk about the exchange</p> <p>24 provision. Flip with me, there is a lot</p> <p>25 of pages, I know, but if we flip together</p>	<p style="text-align: right;">Page 51</p> <p>1 G. Wiseman</p> <p>2 mother was the original owner of.</p> <p>3 A This is -- oh, this is my</p> <p>4 mother's. Oh, okay. Oh, yes, the other</p> <p>5 sheet --</p> <p>6 Q I'm sorry, what?</p> <p>7 A This sheet was mine. Okay,</p> <p>8 fine.</p> <p>9 Could you repeat the question,</p> <p>10 please?</p> <p>11 Q Sure.</p> <p>12 What is the Guaranteed Paid-Up</p> <p>13 Insurance Option that's included in</p> <p>14 Exhibit 1, the contract at issue here?</p> <p>15 MR. GOTTESMAN: Objection. The</p> <p>16 document speaks for itself. You can</p> <p>17 answer.</p> <p>18 A Which line are you talking</p> <p>19 about, the third line?</p> <p>20 Q I guess let me just back up.</p> <p>21 What do you understand</p> <p>22 guaranteed paid up insurance to mean?</p> <p>23 A Are you talking about guaranteed</p> <p>24 paid up not cash surrender?</p> <p>25 Q I'm talking about -- what is</p>
<p style="text-align: right;">Page 50</p> <p>1 G. Wiseman</p> <p>2 we can stay together.</p> <p>3 Let's start at the beginning,</p> <p>4 first page.</p> <p>5 MR. GOTTESMAN: Would it be okay</p> <p>6 if I help her?</p> <p>7 MR. JOHNSON: Sure.</p> <p>8 Q Flip page 2, 3, 4, 5, 6, 7 --</p> <p>9 we're actually not going to start on the</p> <p>10 exchange provision. There is a couple of</p> <p>11 other things I wanted to focus on first.</p> <p>12 Let's look at this page,</p> <p>13 Guaranteed Paid-Up Insurance Option.</p> <p>14 MR. GOTTESMAN: It's okay. I'm</p> <p>15 going to find it for her.</p> <p>16 MR. JOHNSON: Please. Thanks.</p> <p>17 BY MR. JOHNSON:</p> <p>18 Q Dr. Wiseman, what is the</p> <p>19 Guaranteed Paid-Up Insurance Option that</p> <p>20 is contained in your mother's contract?</p> <p>21 A I'm unclear. Is this mine or my</p> <p>22 mother's?</p> <p>23 Q This is your mother's contract.</p> <p>24 Well, I should say it is the</p> <p>25 contract on your mother's life that your</p>	<p style="text-align: right;">Page 52</p> <p>1 G. Wiseman</p> <p>2 your understanding of the phrase</p> <p>3 guaranteed paid up insurance?</p> <p>4 A I honestly don't know. I can</p> <p>5 hazard a guess. Where they talk about</p> <p>6 whole life insurance premium calculation</p> <p>7 and insured's birthday. Is it what you</p> <p>8 pay every year?</p> <p>9 Q Isn't paid up insurance the same</p> <p>10 as whole life insurance?</p> <p>11 A I don't know.</p> <p>12 Q Let's look at the exchange</p> <p>13 provision, if we could.</p> <p>14 MR. GOTTESMAN: Is it okay if I</p> <p>15 show her?</p> <p>16 MR. JOHNSON: Please. Thanks.</p> <p>17 A Yes.</p> <p>18 Q The exchange provision begins,</p> <p>19 "You may exchange this policy for a new</p> <p>20 policy. Such exchange may be to any plan,</p> <p>21 whole life or endowment that we issue at</p> <p>22 the time of exchange".</p> <p>23 Do you see that? And it</p> <p>24 continues.</p> <p>25 A Yes.</p>

GLORIA D. WISEMAN  
GLORIA D. WISEMAN vs ING GROEP

February 01, 2018  
53-56

<p style="text-align: right;">Page 53</p> <p>1 G. Wiseman</p> <p>2 Q I believe it was your testimony</p> <p>3 that Mr. Zucker assured you that there</p> <p>4 would be a whole life endowment plan</p> <p>5 available at the time of exchange?</p> <p>6 A Yes.</p> <p>7 Q Does the contract guarantee that</p> <p>8 there will be one available?</p> <p>9 MR. GOTTESMAN: Objection. The</p> <p>10 deponent is not an attorney.</p> <p>11 You can answer the question.</p> <p>12 A Well, please excuse my</p> <p>13 ignorance, but it appears that my</p> <p>14 understanding is that it would be</p> <p>15 exchanged for whole life.</p> <p>16 This is being called a flexible</p> <p>17 premium adjustable life insurance, except</p> <p>18 that it is not that. It is for, I assume,</p> <p>19 whole life. And then you're calling it at</p> <p>20 one point that this is a whole life versus</p> <p>21 it is not a whole life?</p> <p>22 Q I'm not calling it anything.</p> <p>23 I'm just asking you questions.</p> <p>24 A Well, I'm confused.</p> <p>25 MR. GOTTESMAN: You can ask --</p>	<p style="text-align: right;">Page 55</p> <p>1 G. Wiseman</p> <p>2 time an exchange request is made?</p> <p>3 MR. GOTTESMAN: Objection. The</p> <p>4 deponent is neither an attorney nor</p> <p>5 insurance expert.</p> <p>6 You can answer the question.</p> <p>7 MR. JOHNSON: I'll withdraw.</p> <p>8 A My understanding -- I'm not,</p> <p>9 like you said, an attorney or an insurance</p> <p>10 broker. But my understanding is that if</p> <p>11 you sell something and you promise</p> <p>12 something, you make good on what the deal</p> <p>13 was at the time. That always has been</p> <p>14 what I did. That is what I do with the</p> <p>15 parents of my patients.</p> <p>16 Q And you understood the deal at</p> <p>17 the time was that you were buying the</p> <p>18 whole life insurance contract, and that</p> <p>19 you would be able to exchange to a whole</p> <p>20 life insurance contract because Mr. Zucker</p> <p>21 told you that, right?</p> <p>22 A Yes, and he indicated it was</p> <p>23 guaranteed in the policy.</p> <p>24 Q That there would have something</p> <p>25 available to exchange to?</p>
<p style="text-align: right;">Page 54</p> <p>1 G. Wiseman</p> <p>2 can you go back and read back the</p> <p>3 question or ask it again?</p> <p>4 Just listen to the question and</p> <p>5 answer the question.</p> <p>6 THE WITNESS: Yes.</p> <p>7 BY MR. JOHNSON:</p> <p>8 Q Does this provision guarantee</p> <p>9 that there will be a plan of whole life</p> <p>10 insurance or endowment available from</p> <p>11 Lincoln at the time of request an exchange</p> <p>12 is made?</p> <p>13 MR. GOTTESMAN: The deponent is</p> <p>14 neither an attorney or an insurance</p> <p>15 expert.</p> <p>16 You can answer the question.</p> <p>17 A It says, "You may exchange this</p> <p>18 policy for a new policy. Such an exchange</p> <p>19 may be to any plan of whole life or</p> <p>20 endowment".</p> <p>21 Q "That we issue at the time of</p> <p>22 exchange," right?</p> <p>23 A Yes.</p> <p>24 Q Is that a guarantee that they</p> <p>25 will have one available to issue at the</p>	<p style="text-align: right;">Page 56</p> <p>1 G. Wiseman</p> <p>2 A Yes.</p> <p>3 Q And it says if you read further</p> <p>4 down, Dr. Wiseman, towards the bottom of</p> <p>5 the exchange provision it says, "We will</p> <p>6 calculate the premium for the new policy</p> <p>7 according to the rates in effect for the</p> <p>8 age and premium rate class of the insured</p> <p>9 at the time of exchange."</p> <p>10 Do you see that?</p> <p>11 A Yes.</p> <p>12 Q And approximately how old was</p> <p>13 your mother when you first tried to</p> <p>14 exchange this contract?</p> <p>15 A Well --</p> <p>16 Q Was she about 93 or 4?</p> <p>17 A She was about 93. But may I</p> <p>18 point out that if we had known when she</p> <p>19 was younger, we would have tried earlier.</p> <p>20 Unfortunately, 93 was when I</p> <p>21 found out. If we had known all of those</p> <p>22 years ago, A, we wouldn't have bought it,</p> <p>23 and, B, it would have been exchanged a lot</p> <p>24 earlier.</p> <p>25 Q And you would have known a lot</p>

GLORIA D. WISEMAN  
GLORIA D. WISEMAN vs ING GROEP

February 01, 2018  
57-60

<p style="text-align: right;">Page 57</p> <p>1 G. Wiseman</p> <p>2 earlier if you had a copy of your</p> <p>3 contract, right?</p> <p>4 A Yes.</p> <p>5 Q And although you now know about</p> <p>6 the maturity date, you haven't exchanged</p> <p>7 your contract?</p> <p>8 A Yes, because that's true, but</p> <p>9 not because I don't intend to. What I do</p> <p>10 will ride on what happens with my</p> <p>11 mother's.</p> <p>12 Q We looked at the sentence that</p> <p>13 says, "We will calculate the premium for</p> <p>14 the new policy according to the rates in</p> <p>15 effect for the age, the premium rate class</p> <p>16 of the insured at the time of exchange"?</p> <p>17 A Uh-huh.</p> <p>18 MR. GOTTESMAN: You have to</p> <p>19 answer orally.</p> <p>20 A I'm sorry.</p> <p>21 Q Can you --</p> <p>22 MR. GOTTESMAN: Can you ask the</p> <p>23 question again?</p> <p>24 BY MR. JOHNSON:</p> <p>25 Q We looked at the provision that</p>	<p style="text-align: right;">Page 59</p> <p>1 G. Wiseman</p> <p>2 is healthy.</p> <p>3 Q But --</p> <p>4 A But it is a huge jump from 4 to</p> <p>5 22,000.</p> <p>6 Q Sure.</p> <p>7 And you would agree with me that</p> <p>8 the cost of insurance for someone in their</p> <p>9 90s is more expensive than for someone</p> <p>10 than his or her 70's.</p> <p>11 MR. GOTTESMAN: Objection. The</p> <p>12 deponent is not an insurance expert.</p> <p>13 You can answer the question.</p> <p>14 A I don't know what the cost of</p> <p>15 insuring is. Unfortunately, I look at it</p> <p>16 as you guys are collecting a whole bunch</p> <p>17 of money.</p> <p>18 Q Do you think it is that simple?</p> <p>19 A Well, it seems rather simple.</p> <p>20 You're collecting the money and people pay</p> <p>21 in every year or every couple of months in</p> <p>22 the hopes that, like as advertised on the</p> <p>23 TV, I see all the time, if I ever get to</p> <p>24 turn on the news, you see -- I understand</p> <p>25 so and so has died, but I have a really</p>
<p style="text-align: right;">Page 58</p> <p>1 G. Wiseman</p> <p>2 says, "We will calculate the premium for</p> <p>3 the new policy according to the rates in</p> <p>4 effect for the age and premium rate class</p> <p>5 of the insured at the time of exchange,"</p> <p>6 right?</p> <p>7 A Uh-huh.</p> <p>8 MR. GOTTESMAN: Again, one more</p> <p>9 time, you have to answer orally; "yes"</p> <p>10 or "no".</p> <p>11 A Are you talking about me or my</p> <p>12 mother?</p> <p>13 Q I'm just asking whether you see</p> <p>14 that provision in this contract?</p> <p>15 A Yes, I do.</p> <p>16 Q And I believe you testified</p> <p>17 already that your mother's premium had</p> <p>18 grown from \$4,000 a year to \$22,000,</p> <p>19 correct?</p> <p>20 A Yes.</p> <p>21 Q Do you have any understanding as</p> <p>22 to why her premium had increased like</p> <p>23 that?</p> <p>24 A Well, the indication would be</p> <p>25 that it had increased due to her age. She</p>	<p style="text-align: right;">Page 60</p> <p>1 G. Wiseman</p> <p>2 good policy and the rates don't ever</p> <p>3 change, and we're going to have money,</p> <p>4 unlike so and so who died without an</p> <p>5 insurance policy.</p> <p>6 If we do this, we're going to</p> <p>7 have money for burial and funeral and so</p> <p>8 we don't have a difficult time afterwards.</p> <p>9 And then this actor comes on and</p> <p>10 recommends it, others come on and that's</p> <p>11 really how people talk.</p> <p>12 The expectation is you get life</p> <p>13 insurance to try to provide and save those</p> <p>14 that are left behind from a lot of</p> <p>15 problems.</p> <p>16 Q So your expectations about what</p> <p>17 you're entitled to under this contract are</p> <p>18 informed by television ads that you have</p> <p>19 seen from other insurance companies?</p> <p>20 A That and, unfortunately, life</p> <p>21 experience has taught me it may not quite</p> <p>22 be that way, but the reality is that on</p> <p>23 the advertisements for insurance they</p> <p>24 don't get up and say we want to insure you</p> <p>25 young and collect all the money and hope</p>

GLORIA D. WISEMAN  
GLORIA D. WISEMAN vs ING GROEP

February 01, 2018

61-64

<p style="text-align: right;">Page 61</p> <p>1 G. Wiseman</p> <p>2 that we never pay out, or whatever.</p> <p>3 I don't know. I mean, the</p> <p>4 expectation is that you put in the money</p> <p>5 to help with what gets paid out for you</p> <p>6 and that you have some sort of money put</p> <p>7 aside.</p> <p>8 Q That's your expectation, right?</p> <p>9 A Yes, the expectation is that</p> <p>10 that is not the case, then why buy life</p> <p>11 insurance? Why don't you just sock it</p> <p>12 away, invest it and sock it away?</p> <p>13 Q If your mother had died at age</p> <p>14 72, two years from this contract, what do</p> <p>15 you think would have happened?</p> <p>16 Do you have any reason to</p> <p>17 believe that ReliaStar would not have paid</p> <p>18 you \$300,000, despite having only received</p> <p>19 \$4,000 in premium?</p> <p>20 A One would like to think so, but</p> <p>21 I don't like to think of the fact of her</p> <p>22 dying at such a young age. That is a</p> <p>23 difficult issue.</p> <p>24 Q You did ultimately make a</p> <p>25 request in writing to exchange to a new</p>	<p style="text-align: right;">Page 63</p> <p>1 G. Wiseman</p> <p>2 already had, to someone else before.</p> <p>3 Aside from verbally, I kept on</p> <p>4 mentioning it and then realized I really</p> <p>5 needed to put it in writing. I believe I</p> <p>6 put it in writing for her, but okay.</p> <p>7 Q And this is dated February 20,</p> <p>8 2015?</p> <p>9 A Yes.</p> <p>10 Q You have got three numbered</p> <p>11 paragraphs in your letter.</p> <p>12 Do you see that?</p> <p>13 A Yes.</p> <p>14 Q In paragraph number three you</p> <p>15 say, "Your proposal appears to be contrary</p> <p>16 to the terms in Mrs. Olga Wiseman's</p> <p>17 policy".</p> <p>18 Do you see that?</p> <p>19 A Yes.</p> <p>20 Q What proposal are you referring</p> <p>21 to there?</p> <p>22 A It could not be exchanged.</p> <p>23 Q So the company's proposal is</p> <p>24 that it could not be exchanged?</p> <p>25 A Yes, just a flat no. And every</p>
<p style="text-align: right;">Page 62</p> <p>1 G. Wiseman</p> <p>2 policy, didn't you?</p> <p>3 A Yes, for my mother, yes. As I</p> <p>4 said, I intended for myself but whether</p> <p>5 I -- I felt that whatever happens here</p> <p>6 would affect my policy.</p> <p>7 MR. JOHNSON: Let's mark this as</p> <p>8 Exhibit 3, if we could.</p> <p>9 (Whereupon, Letter from Gloria</p> <p>10 Wiseman to Angela LeClair-Cardinal at</p> <p>11 Voya, was marked as Defendants'</p> <p>12 Exhibit 3 for identification, as of</p> <p>13 this date.)</p> <p>14 BY MR. JOHNSON:</p> <p>15 Q Dr. Wiseman, can you identify</p> <p>16 Exhibit 3 for us?</p> <p>17 A Yes.</p> <p>18 Q What is it?</p> <p>19 A It's a letter that I wrote to</p> <p>20 Angela Cardinal, but I aimed it at her as</p> <p>21 well as Voya staff members because I</p> <p>22 didn't know who I would end up with, if it</p> <p>23 would stay her.</p> <p>24 I had many questions and I</p> <p>25 wanted to give notice, which I believe I</p>	<p style="text-align: right;">Page 64</p> <p>1 G. Wiseman</p> <p>2 time I called I spoke to different people,</p> <p>3 yes.</p> <p>4 Q Did you type this letter out?</p> <p>5 A Yes.</p> <p>6 Q Did anyone review it for you?</p> <p>7 A No. Should they have?</p> <p>8 MR. GOTTESMAN: He is going to</p> <p>9 ask the questions.</p> <p>10 Q When we're done, we can have a</p> <p>11 dialogue.</p> <p>12 A Okay. Sorry.</p> <p>13 Q You say towards the end of</p> <p>14 paragraph three, Dr. Wiseman, you write,</p> <p>15 "As I mentioned, my mother has a whole</p> <p>16 life policy".</p> <p>17 Do you see that?</p> <p>18 A Yes.</p> <p>19 Q That wasn't correct, was it?</p> <p>20 A I did not know that.</p> <p>21 Q So as of February 2015, you</p> <p>22 thought she still had a whole life policy,</p> <p>23 right?</p> <p>24 A Unfortunately, yes.</p> <p>25 Q And at that point in time you</p>



GLORIA D. WISEMAN  
GLORIA D. WISEMAN vs ING GROEP

February 01, 2018  
65-68

<p style="text-align: right;">Page 65</p> <p>1 G. Wiseman</p> <p>2 had already received a copy of her</p> <p>3 contract, hadn't you?</p> <p>4 A Yes, but if you look at it,</p> <p>5 there are places where it appears to</p> <p>6 describe itself as whole life.</p> <p>7 Q Show me where in Exhibit 1?</p> <p>8 A There is something that we</p> <p>9 looked at. Yes, it called itself flexible</p> <p>10 whatever. But there was something we went</p> <p>11 to the point -- and I don't remember where</p> <p>12 they were at writing --</p> <p>13 Q Sure. I'll tell you what that</p> <p>14 is. That was the guaranteed paid up</p> <p>15 provision, is that what you're talking</p> <p>16 about?</p> <p>17 A Possibly. And it could be</p> <p>18 somewhere else.</p> <p>19 MR. GOTTESMAN: Would I be able</p> <p>20 to help her?</p> <p>21 MR. JOHNSON: Sure.</p> <p>22 THE WITNESS: Please.</p> <p>23 BY MR. JOHNSON:</p> <p>24 Q Dr. Wiseman, we flipped to</p> <p>25 within Exhibit 1, a provision that we</p>	<p style="text-align: right;">Page 67</p> <p>1 G. Wiseman</p> <p>2 that, Dr. Wiseman, you have a quote from</p> <p>3 the contract.</p> <p>4 Do you see that?</p> <p>5 A Yes.</p> <p>6 Q And doesn't that quote omit a</p> <p>7 few words?</p> <p>8 MR. GOTTESMAN: May I help her?</p> <p>9 MR. JOHNSON: Sure.</p> <p>10 Q Doesn't that sentence that you</p> <p>11 quote include the provision that we issue</p> <p>12 at the time of exchange?</p> <p>13 A Well, the one that arrived was</p> <p>14 in my mother's home. We don't live</p> <p>15 together. I read it. I made notes. And</p> <p>16 then if it was an e-mail, then I wrote</p> <p>17 from a computer, which is not in her</p> <p>18 house.</p> <p>19 My take away from it is that it</p> <p>20 can be exchanged for a whole life plan.</p> <p>21 Q Regardless of whether the</p> <p>22 company issued one of those at the time of</p> <p>23 the request for an exchange?</p> <p>24 A It appears so, but in the</p> <p>25 process of being sold, it was that it</p>
<p style="text-align: right;">Page 66</p> <p>1 G. Wiseman</p> <p>2 looked at a few minutes ago called the</p> <p>3 Guaranteed Paid-Up Insurance Option.</p> <p>4 Is this what you're referring to</p> <p>5 in relation to this contract being a whole</p> <p>6 life contract?</p> <p>7 A It's possible somewhere else as</p> <p>8 well, but this is one of it.</p> <p>9 Q Did you or your mother ever</p> <p>10 complete the bottom of this page, the</p> <p>11 request for guaranteed paid up insurance?</p> <p>12 A By the time we got it, we were</p> <p>13 writing to ask for an exchange. I was</p> <p>14 dealing with human beings, I thought.</p> <p>15 Q So you had a copy of the</p> <p>16 contract when you wrote the letter that we</p> <p>17 looked at as Exhibit 3?</p> <p>18 A My mother had it.</p> <p>19 Q And it was your understanding</p> <p>20 that it was still at that point in time a</p> <p>21 whole life policy?</p> <p>22 And your letter says, "My mother</p> <p>23 had a whole life policy," right?</p> <p>24 A Yes.</p> <p>25 Q If you look at a line above</p>	<p style="text-align: right;">Page 68</p> <p>1 G. Wiseman</p> <p>2 would be the whole life plan. And,</p> <p>3 furthermore, in the conversations that I</p> <p>4 had with Yvette, and I'm not sure of her</p> <p>5 last name, she appeared to indicate that</p> <p>6 it was exchangeable.</p> <p>7 MR. JOHNSON: Can I have that</p> <p>8 answer back, please?</p> <p>9 (Record read)</p> <p>10 BY MR. JOHNSON:</p> <p>11 Q Dr. Wiseman, you have talked</p> <p>12 about the process of this contract being</p> <p>13 sold. That's Mr. Zucker selling this</p> <p>14 contract?</p> <p>15 A Yes. Yvette was later. That</p> <p>16 was from a company years later.</p> <p>17 Q And so Mr. Zucker is the one</p> <p>18 that represented there would be a whole</p> <p>19 life policy available to you for exchange?</p> <p>20 A Yes.</p> <p>21 Q In your letter, Exhibit 3, the</p> <p>22 last sentence of paragraph 3 you write, "I</p> <p>23 am giving you written notice that we wish</p> <p>24 to exchange this policy for a similar</p> <p>25 policy with no age expiration, same</p>



GLORIA D. WISEMAN  
GLORIA D. WISEMAN vs ING GROEP

February 01, 2018  
69-72

<p style="text-align: right;">Page 69</p> <p>1 G. Wiseman 2 premiums or less". 3 Do you see that? 4 A Yes. 5 Q Were you entitled to a similar 6 policy with no age expiration, same 7 premiums or less? 8 MR. GOTTESMAN: Objection. The 9 deponent is neither an attorney or 10 insurance agent. 11 You can answer. 12 A I believe so. I did that with 13 John Hancock. 14 Q So why do you believe that 15 you're entitled to a similar policy with 16 no age expiration, same premiums or less? 17 A Well, it was my belief and hope 18 for many years that it really was whole 19 life. And as I said, I did exchange the 20 John Hancock policy for another policy for 21 actually increased amount and less 22 premiums, and I don't have to drop dead at 23 95. 24 Q When you say a similar policy in 25 your letter, do you mean a similar death</p>	<p style="text-align: right;">Page 71</p> <p>1 G. Wiseman 2 A Yes. 3 Q And had you exchanged the John 4 Hancock contract by this point? 5 A I don't recall the timing but I 6 might have been in the process or we were 7 working on it or it was. I don't recall. 8 Q Have you looked into buying a 9 whole life policy on your mother from 10 another company? 11 A No. 12 Q So you have no idea what, if you 13 were to go to, say, Northwestern Mutual 14 and ask them for a whole life policy on 15 your mother right now, what the premium 16 charge would be? 17 A No, the issue is that to start 18 now would be much more difficult. I'm 19 dealing with expectation of what would 20 happen considering the fact that we're 21 going back to 1991. 22 Q What was the cash value of your 23 mother's contract on the day of maturity? 24 A I don't recall. 25 Q Was it about \$174. Does that</p>
<p style="text-align: right;">Page 70</p> <p>1 G. Wiseman 2 benefit, \$300,000? 3 A Yes. 4 Q The John Hancock policy that you 5 have talked about, you were paying \$12,000 6 a year in premiums for over 20 years? 7 A Yes. 8 Q And you started paying those 9 premiums when you were in your 30s? 10 A Yes. 11 Q When you exchanged your John 12 Hancock contract -- 13 A It was for 1.4 million. 14 Q What was the existing cash value 15 of the contract at the time that you 16 exchanged it, the John Hancock contract? 17 A I don't know. There was money 18 in it. I don't have the exact number. 19 Q But the reason you think that 20 you were entitled to exchange your 21 mother's contract for another \$300,000 22 contract with no age expiration and no 23 premium increase is because of your 24 experience in exchanging your John Hancock 25 contract?</p>	<p style="text-align: right;">Page 72</p> <p>1 G. Wiseman 2 sound right? 3 A No. 4 Q What do you think -- 5 A But I'll take your word for it. 6 Q What sounds right? 7 A I thought I saw somewhere like 8 16,000; \$37,000, 16,000. I don't know. 9 That's also not a large amount, but 174 is 10 a little surprising. I don't understand 11 how it tranned to \$174. 12 Q Do you know what a premium and 13 cash value are applied to in the operation 14 of a universal life insurance policy? 15 MR. GOTTESMAN: Objection. The 16 deponent is neither an attorney or 17 life insurance expert. 18 A I don't know. 19 Q Do you know whether there is any 20 company issuing life insurance 21 contracts -- excuse me, whole life 22 insurance contracts on individuals over 23 the age of 90? 24 A I have no way of knowing. I 25 wouldn't have started to look right now</p>

GLORIA D. WISEMAN  
GLORIA D. WISEMAN vs ING GROEP

February 01, 2018  
73-76

<p style="text-align: right;">Page 73</p> <p>1 G. Wiseman</p> <p>2 because it is a little bit late.</p> <p>3 Q Well, your mother is still</p> <p>4 alive, isn't she?</p> <p>5 A Yes, but she hasn't gotten any</p> <p>6 younger, and it might be difficult now.</p> <p>7 But like I said, I don't buy and sell</p> <p>8 insurance. I don't know. My guess is it</p> <p>9 would be very expensive now.</p> <p>10 Q You mentioned Bruce Agee -- is</p> <p>11 that how you say his name -- the John</p> <p>12 Hancock agent?</p> <p>13 A Yes.</p> <p>14 Q Do you e-mail with Mr. Agee?</p> <p>15 A Why?</p> <p>16 Q I just want to know how you</p> <p>17 communicate with him.</p> <p>18 MR. GOTTESMAN: Answer the</p> <p>19 question.</p> <p>20 A He came to my house. We had</p> <p>21 meetings.</p> <p>22 Q Have you spoken to him on the</p> <p>23 telephone?</p> <p>24 A Yes.</p> <p>25 Q And have you e-mailed with him,</p>	<p style="text-align: right;">Page 75</p> <p>1 G. Wiseman</p> <p>2 Q And have you had any other</p> <p>3 personal e-mail addresses over the past</p> <p>4 five or six years?</p> <p>5 A With Verizon, but not much with</p> <p>6 Verizon.</p> <p>7 Q When did you stop using your</p> <p>8 Verizon account?</p> <p>9 A When they stopped having one,</p> <p>10 which was probably in the last year or</p> <p>11 two.</p> <p>12 Q What was your Verizon e-mail</p> <p>13 address?</p> <p>14 A GD.Wiseman@Verizon.net.</p> <p>15 Q Do you text message with</p> <p>16 Mr. Agee at all?</p> <p>17 A No, I don't tend to like</p> <p>18 texting.</p> <p>19 Q Are you on Facebook or any</p> <p>20 social media?</p> <p>21 A No.</p> <p>22 Q Do you know whether Mr. Agee</p> <p>23 worked for Mr. Hancock or just an</p> <p>24 independent insurance agent?</p> <p>25 Do you know?</p>
<p style="text-align: right;">Page 74</p> <p>1 G. Wiseman</p> <p>2 you sent him an e-mail message or has he</p> <p>3 sent you one?</p> <p>4 A Quite possibly.</p> <p>5 Q What is your e-mail address</p> <p>6 right now?</p> <p>7 A The one at Columbia or my</p> <p>8 private one?</p> <p>9 Q Do you use your work e-mail</p> <p>10 address for personal matters?</p> <p>11 A No, but I have no idea where</p> <p>12 this is going.</p> <p>13 Q I'm just asking questions.</p> <p>14 MR. GOTTESMAN: Answer the</p> <p>15 question.</p> <p>16 Q So you don't use your work</p> <p>17 e-mail for any personal matters?</p> <p>18 A I try not to.</p> <p>19 Q So you would use your -- if you</p> <p>20 had e-mail with Mr. Agee, you think it</p> <p>21 would be from your personal e-mail</p> <p>22 account?</p> <p>23 A Yes.</p> <p>24 Q What is that e-mail address?</p> <p>25 A G.D.WISEMAN@ATT.NET.</p>	<p style="text-align: right;">Page 76</p> <p>1 G. Wiseman</p> <p>2 A I don't know exactly. I got the</p> <p>3 referral through John Hancock. My guess</p> <p>4 is he might be independent.</p> <p>5 Q And Mr. Zucker is independent as</p> <p>6 well?</p> <p>7 A Yes.</p> <p>8 Q Who is, and I may not say this</p> <p>9 name right, Kenneth Pinczower?</p> <p>10 A Pinczower.</p> <p>11 Q Who is that?</p> <p>12 A He is a lawyer who happens to be</p> <p>13 one of my cousin's husband. My first</p> <p>14 cousin's husband.</p> <p>15 Q Is that P-I-N-C-Z-O-W-E-R?</p> <p>16 A Yes.</p> <p>17 Q Is he your lawyer in this</p> <p>18 lawsuit?</p> <p>19 A He was. He was a lawyer that I</p> <p>20 went to to ask some questions about where</p> <p>21 I proceed from here.</p> <p>22 Q And that's because he is related</p> <p>23 to you in some fashion?</p> <p>24 A He is Julie's husband.</p> <p>25 Q Julie is your cousin?</p>

GLORIA D. WISEMAN  
GLORIA D. WISEMAN vs ING GROEP

February 01, 2018  
77-80

<p style="text-align: right;">Page 77</p> <p>1 G. Wiseman</p> <p>2 A Yes. The intention was to</p> <p>3 figure out how to resolve this initially</p> <p>4 without litigation.</p> <p>5 Q Did you authorize Mr. Agee to</p> <p>6 contact ReliaStar on your behalf?</p> <p>7 A Yes, I did.</p> <p>8 Q Why did you do that?</p> <p>9 A Because I was trying to resolve</p> <p>10 the issue. I didn't understand what was</p> <p>11 going on. He dealt with insurance</p> <p>12 companies and I thought maybe he could</p> <p>13 find out more or have another suggestion.</p> <p>14 Q Did he reach out to ReliaStar on</p> <p>15 your behalf?</p> <p>16 A I believe he did.</p> <p>17 Q Why do you believe that?</p> <p>18 A I have no way of knowing. I'm</p> <p>19 not him. I believe he did. My</p> <p>20 understanding from him is that he was not</p> <p>21 successful.</p> <p>22 Q He was not successful in</p> <p>23 reaching out to ReliaStar?</p> <p>24 Let's back up. What did he say</p> <p>25 to you?</p>	<p style="text-align: right;">Page 79</p> <p>1 G. Wiseman</p> <p>2 A Yes.</p> <p>3 Q And what was the response you</p> <p>4 received?</p> <p>5 A If I remember correctly, I</p> <p>6 believe they felt that business was</p> <p>7 business. That you don't have to keep</p> <p>8 your word.</p> <p>9 Q Did you receive a response, a</p> <p>10 written response, from the Department of</p> <p>11 Financial Services?</p> <p>12 A I don't know. It might have</p> <p>13 been an e-mail. I don't recall. I know</p> <p>14 that I don't think I have it. I'm sure</p> <p>15 you guys can get hold of whatever you</p> <p>16 want.</p> <p>17 MR. JOHNSON: Let's mark this as</p> <p>18 Exhibit number 4.</p> <p>19 (Whereupon, Letter to Department</p> <p>20 of Financial Services dated December</p> <p>21 22, 2015, was marked as Defendants'</p> <p>22 Exhibit 4 for identification, as of</p> <p>23 this date.)</p> <p>24 BY MR. JOHNSON:</p> <p>25 Q Dr. Wiseman, can you identify</p>
<p style="text-align: right;">Page 78</p> <p>1 G. Wiseman</p> <p>2 MR. GOTTESMAN: Objection.</p> <p>3 Calls for hearsay.</p> <p>4 You can answer.</p> <p>5 A His impression was that he did</p> <p>6 not hold out hope for exchanging the</p> <p>7 policy, that you guys were refusing to</p> <p>8 exchange the policy.</p> <p>9 Q Did he offer any other</p> <p>10 solutions?</p> <p>11 A No. Because I'm a single</p> <p>12 mother, went through a really nasty</p> <p>13 divorce. I help my mother as much as I</p> <p>14 can. I have a lot of expenses and I don't</p> <p>15 have a huge amount of money to put out</p> <p>16 into other policies. The time would have</p> <p>17 been a lot earlier.</p> <p>18 Q So if you had had a copy of your</p> <p>19 contract and known about the maturity</p> <p>20 date, you would have acted a lot quicker?</p> <p>21 A I was single and I had money.</p> <p>22 Now I don't.</p> <p>23 Q Did you end up contacting the</p> <p>24 New York Department of Financial Services</p> <p>25 about your frustrations?</p>	<p style="text-align: right;">Page 80</p> <p>1 G. Wiseman</p> <p>2 Exhibit number 4 for us?</p> <p>3 A Yes. This is a letter that I</p> <p>4 sent to the Department of Financial</p> <p>5 Services.</p> <p>6 Q You say in your second or third</p> <p>7 sentence in your letter, Dr. Wiseman, you</p> <p>8 write, "My mother, Mrs. Olga Wiseman, born</p> <p>9 April 26, 1921, took out a life insurance</p> <p>10 policy years ago wanting it to be a</p> <p>11 permanent insurance. She was assured,</p> <p>12 when it was sold to her that it was</p> <p>13 permanent, whole life insurance".</p> <p>14 Do you see that?</p> <p>15 A Yes.</p> <p>16 Q Have we already covered today</p> <p>17 the basis for your understanding that she</p> <p>18 wanted to buy a permanent insurance</p> <p>19 policy.</p> <p>20 Let me -- I'll just ask the</p> <p>21 question to try and save time.</p> <p>22 A All right.</p> <p>23 Q Is the basis for your statement</p> <p>24 in your letter that your mother was</p> <p>25 wanting permanent insurance that your</p>

GLORIA D. WISEMAN  
GLORIA D. WISEMAN vs ING GROEP

February 01, 2018

81-84

<p style="text-align: right;">Page 81</p> <p>1 G. Wiseman</p> <p>2 mother and you discussed when she was</p> <p>3 buying this policy that she should buy</p> <p>4 whole or permanent insurance?</p> <p>5 A Yes.</p> <p>6 Q And you write that she was</p> <p>7 assured when it was sold to her that it</p> <p>8 was permanent whole life insurance, those</p> <p>9 are assurances from Mr. Zucker?</p> <p>10 A And she thought based on what</p> <p>11 she was signing.</p> <p>12 Q Now, we saw based on what she</p> <p>13 signed that the coverage was going to end</p> <p>14 at age 95, right?</p> <p>15 A Well, obviously, she didn't</p> <p>16 notice that part, as neither did I.</p> <p>17 Q Did anyone other than Mr. Zucker</p> <p>18 make any assurance to your mother about</p> <p>19 the nature of the life insurance that she</p> <p>20 was buying?</p> <p>21 A I would have no way of knowing.</p> <p>22 Q And you say a few sentences down</p> <p>23 in the letter, "She would not have bought</p> <p>24 it if it were term or anything less than</p> <p>25 permanent whole life, regardless of age".</p>	<p style="text-align: right;">Page 83</p> <p>1 G. Wiseman</p> <p>2 It is a lot of years, a lot of</p> <p>3 money. And if they are on their own, I</p> <p>4 would like to leave something behind for</p> <p>5 them. Their father is not going to help</p> <p>6 them. He pays nothing.</p> <p>7 Q The question was simply whether</p> <p>8 term insurance was less expensive than</p> <p>9 whole life insurance?</p> <p>10 A A long irrelevant answer.</p> <p>11 MR. JOHNSON: Why don't we take</p> <p>12 a short break.</p> <p>13 Let's go off the record.</p> <p>14 (Thereupon, a recess was taken,</p> <p>15 and then the proceedings continued as</p> <p>16 follows:)</p> <p>17 BY MR. JOHNSON:</p> <p>18 Q Dr. Wiseman, we were looking at</p> <p>19 Exhibit 4 before the break, and I still</p> <p>20 have a few more questions.</p> <p>21 A Okay.</p> <p>22 Q If you would look on page 2 of</p> <p>23 your letter about a third of the way down</p> <p>24 you write, "Voya claims they have no such</p> <p>25 policy to exchange it to, and even if it</p>
<p style="text-align: right;">Page 82</p> <p>1 G. Wiseman</p> <p>2 Do you see that?</p> <p>3 A Yes.</p> <p>4 Q Why do you say that?</p> <p>5 A Because she would not have</p> <p>6 bought it. She also worked and I don't</p> <p>7 know if she would have had life insurance</p> <p>8 through a company or not, but term comes</p> <p>9 and goes.</p> <p>10 I know with my life, term comes</p> <p>11 and goes. And you walk away a lot of</p> <p>12 times leaving your life insurance and</p> <p>13 other benefits behind.</p> <p>14 Q You pay a lot less for term</p> <p>15 insurance too, right?</p> <p>16 A Yes, it is probably why</p> <p>17 employers offer it. But I have two</p> <p>18 children and I am an old mother to young</p> <p>19 children. I have to provide for them.</p> <p>20 They have to continue through life. They</p> <p>21 are just starting high school. They have</p> <p>22 to get through high school, a religious</p> <p>23 private high school and then college and</p> <p>24 then train in whatever post graduate they</p> <p>25 choose.</p>	<p style="text-align: right;">Page 84</p> <p>1 G. Wiseman</p> <p>2 were true -- if it were to be true, which</p> <p>3 is doubtful, ING slash -- actually, it's</p> <p>4 just ING ReliaStar -- does".</p> <p>5 A I think it should have been a</p> <p>6 slash.</p> <p>7 Q It doesn't matter for purposes</p> <p>8 of this question.</p> <p>9 What is your basis for that</p> <p>10 statement?</p> <p>11 A I was told -- I'm trying to</p> <p>12 remember my sources, but I was told that</p> <p>13 they did.</p> <p>14 Q You were told that the -- which</p> <p>15 is they, Voya or ING or ReliaStar?</p> <p>16 A I was told that definitely ING</p> <p>17 and ReliaStar did have other such</p> <p>18 policies.</p> <p>19 Q That you could exchange to?</p> <p>20 A Right.</p> <p>21 Q And who told you that?</p> <p>22 A I'm trying to remember. I know</p> <p>23 I definitely heard it. I am -- it could</p> <p>24 have been Murray Zucker. There is a</p> <p>25 possibility of Bruce Agee. But I believe</p>



GLORIA D. WISEMAN  
GLORIA D. WISEMAN vs ING GROEP

February 01, 2018  
85-88

<p style="text-align: right;">Page 85</p> <p>1 G. Wiseman</p> <p>2 in one of my phone calls to Voya, Yvette</p> <p>3 may have let that fall as well.</p> <p>4 Q Let it fall that --</p> <p>5 A She was very hopeful I should be</p> <p>6 able to exchange it and they had with</p> <p>7 what. Like a policy that could be used.</p> <p>8 Q And you continue on in your</p> <p>9 letter that -- you write, "I, like my</p> <p>10 mother, bought a policy" -- and I won't</p> <p>11 read the number here -- "from Lincoln,</p> <p>12 later ING ReliaStar and now Voya with</p> <p>13 intention to buy permanent whole life</p> <p>14 insurance" -- excuse me -- "to buy a</p> <p>15 permanent whole life policy and was misled</p> <p>16 as well".</p> <p>17 Who did you tell that it was</p> <p>18 your intention to buy a permanent whole</p> <p>19 life policy?</p> <p>20 A Who did I tell?</p> <p>21 Q That is a poor question.</p> <p>22 When you bought your Lincoln</p> <p>23 policy, did you tell Mr. Zucker that you</p> <p>24 wanted a permanent whole life policy?</p> <p>25 A Yes.</p>	<p style="text-align: right;">Page 87</p> <p>1 G. Wiseman</p> <p>2 on call a lot. I worked all day almost</p> <p>3 every day and lots of nights. I love what</p> <p>4 I do, what I did, but I wanted to make</p> <p>5 sure my future children would have a life.</p> <p>6 I always wanted children.</p> <p>7 Q So who misled you; was it anyone</p> <p>8 other than Mr. Zucker?</p> <p>9 A I believe the companies involved</p> <p>10 did because I believe that Lincoln had it</p> <p>11 or whatever the time was willing to</p> <p>12 exchange it for a whole life, if that was</p> <p>13 not the case. And then it was bought by</p> <p>14 company after company who had no intention</p> <p>15 of upholding what was promised to</p> <p>16 policyholders. I think we were just</p> <p>17 numbers.</p> <p>18 Q I think you just told me Yvette</p> <p>19 was hopeful that she could help you find</p> <p>20 an exchange?</p> <p>21 A Yes, she was.</p> <p>22 Q And she was with ReliaStar?</p> <p>23 A Yes, or Voya or both. I have no</p> <p>24 idea.</p> <p>25 MR. JOHNSON: Let's mark this as</p>
<p style="text-align: right;">Page 86</p> <p>1 G. Wiseman</p> <p>2 Q Did you tell anybody else</p> <p>3 besides Mr. Zucker that you wanted -- that</p> <p>4 it was your intent to buy a permanent</p> <p>5 whole life policy?</p> <p>6 A My mother, Murray Zucker was</p> <p>7 arranging it. Many years later Bruce Agee</p> <p>8 would have known. That was not the time.</p> <p>9 Q Anyone at Lincoln?</p> <p>10 A I was not an insurance agent. I</p> <p>11 was buying from an insurance agent that my</p> <p>12 mother and I thought understood what we</p> <p>13 wanted.</p> <p>14 Q And you say you were misled as</p> <p>15 well. Who misled you?</p> <p>16 A I wanted whole life. I didn't</p> <p>17 want like whole life. I didn't want to</p> <p>18 have dying at certain ages. And I ended</p> <p>19 up with, although he tried and did</p> <p>20 whatever, maybe he had a paternalistic</p> <p>21 approach. I don't know. I can't speak</p> <p>22 for him.</p> <p>23 I was very trusting, as was my</p> <p>24 mother. I was also always very busy. I</p> <p>25 take care of premies in an ICU, so I was</p>	<p style="text-align: right;">Page 88</p> <p>1 G. Wiseman</p> <p>2 Exhibit 5.</p> <p>3 (Whereupon, Contract from</p> <p>4 Lincoln Security Life Insurance</p> <p>5 Company, was marked as Defendants'</p> <p>6 Exhibit 5 for identification, as of</p> <p>7 this date.)</p> <p>8 MR. GOTTESMAN: He will ask the</p> <p>9 questions and you answer the exact</p> <p>10 question.</p> <p>11 BY MR. JOHNSON:</p> <p>12 Q Was there something else you</p> <p>13 wanted to add though?</p> <p>14 A No, I just don't know exactly</p> <p>15 who she was working for, and those people</p> <p>16 didn't say they were compliance or</p> <p>17 customer service or which company.</p> <p>18 MR. GOTTESMAN: Let him ask a</p> <p>19 question.</p> <p>20 BY MR. JOHNSON:</p> <p>21 Q Do you know what Exhibit 5 is,</p> <p>22 Dr. Wiseman?</p> <p>23 A No.</p> <p>24 Q Have you ever seen Exhibit 5</p> <p>25 before, putting aside the "Duplicate"</p>



GLORIA D. WISEMAN  
GLORIA D. WISEMAN vs ING GROEP

February 01, 2018  
89-92

<p style="text-align: right;">Page 89</p> <p>1 G. Wiseman</p> <p>2 stamp in the middle of it? This is two</p> <p>3 sided copying, as you can see. On the</p> <p>4 third piece of paper, do you see the</p> <p>5 policy data page?</p> <p>6 Flip back several, one more</p> <p>7 page.</p> <p>8 Just looking at the policy data,</p> <p>9 does that page refresh your memory that</p> <p>10 this is your Lincoln Security contract,</p> <p>11 Exhibit 5?</p> <p>12 A No. As I said, I did not see</p> <p>13 mine.</p> <p>14 Q So this, to your knowledge, is</p> <p>15 the first time you have ever seen your</p> <p>16 contract?</p> <p>17 A I believe so. I believe I saw a</p> <p>18 sample.</p> <p>19 Q But you understood when you</p> <p>20 purchased yours that it had the same terms</p> <p>21 as your mother's contract?</p> <p>22 A I understood that it had the</p> <p>23 terms that I wanted.</p> <p>24 Q What were those terms?</p> <p>25 A Whole life. I had no knowledge</p>	<p style="text-align: right;">Page 91</p> <p>1 G. Wiseman</p> <p>2 see what happens with my mother's.</p> <p>3 Q You mentioned that you believe</p> <p>4 Mr. Zucker told you when you were trying</p> <p>5 to exchange that Voya or ING or ReliaStar</p> <p>6 did, in fact, have something to exchange</p> <p>7 into; is that right?</p> <p>8 A Yes.</p> <p>9 Q Did they ultimately offer you</p> <p>10 something to exchange into?</p> <p>11 A Ultimately?</p> <p>12 Q At any point in time as the</p> <p>13 company after you requested an exchange</p> <p>14 proposed a new contract on your mother</p> <p>15 that would extend the death benefit past</p> <p>16 age 95?</p> <p>17 A Unless it was something that was</p> <p>18 discussed with Mr. Gottesman, I don't</p> <p>19 know.</p> <p>20 Q And you're right to note that</p> <p>21 discussions between you and Mr. Gottesman</p> <p>22 are off limits. I don't want to hear</p> <p>23 about any conversations the two of you had</p> <p>24 or the substance of those conversations.</p> <p>25 MR. JOHNSON: Let's mark this as</p>
<p style="text-align: right;">Page 90</p> <p>1 G. Wiseman</p> <p>2 of any cutoff date. I did not want it.</p> <p>3 We were focused on the whole life and --</p> <p>4 Q So this contract that we're</p> <p>5 looking at has a maturity date of</p> <p>6 September 1, 2051.</p> <p>7 Do you see that?</p> <p>8 A Yes.</p> <p>9 Q And you purchased it in August</p> <p>10 1994?</p> <p>11 A Uh-huh.</p> <p>12 Q So it has a 57 year life span if</p> <p>13 the premiums are paid; is that right?</p> <p>14 A Yes.</p> <p>15 Q But if you had reviewed this</p> <p>16 contract, you would have rejected it</p> <p>17 because of the maturity date?</p> <p>18 A Yes. I'm not God. I don't know</p> <p>19 how long people live, but I do know that</p> <p>20 before World War II grandparents, you</p> <p>21 know, were very old, et cetera, et cetera.</p> <p>22 Q But it is your understanding</p> <p>23 that this contract is still in force?</p> <p>24 A Yes, and as I said, I felt I</p> <p>25 cannot deal with it now because I need to</p>	<p style="text-align: right;">Page 92</p> <p>1 G. Wiseman</p> <p>2 6.</p> <p>3 (Whereupon, E-mail from Andrea</p> <p>4 Nelson to Mr. Gottesman, dated March</p> <p>5 18, 2016, was marked as Defendants'</p> <p>6 Exhibit 6 for identification, as of</p> <p>7 this date.)</p> <p>8 A This is addressed to</p> <p>9 Mr. Gottesman.</p> <p>10 Q It is.</p> <p>11 Exhibit 6 is an e-mail with an</p> <p>12 attachment from Andrea Nelson of Voya</p> <p>13 Financial to Mr. Gottesman.</p> <p>14 Do you see that?</p> <p>15 A Yes.</p> <p>16 Q And Ms. Nelson says to</p> <p>17 Mr. Gottesman, "Attached is the</p> <p>18 illustration we discussed for the Duration</p> <p>19 Universal Life product. This represents</p> <p>20 what may be available, depending on the</p> <p>21 applicable state law and actual facts of</p> <p>22 Ms. Wiseman's current situation".</p> <p>23 Do you see that?</p> <p>24 A Yes.</p> <p>25 Q And there is attached to it a</p>

GLORIA D. WISEMAN  
GLORIA D. WISEMAN vs ING GROEP

February 01, 2018  
93-96

<p style="text-align: right;">Page 93</p> <p>1 G. Wiseman</p> <p>2 Voya Duration Universal Life illustration.</p> <p>3 MR. GOTTESMAN: I'm going to</p> <p>4 object to this whole line of</p> <p>5 questioning, as this was in the</p> <p>6 context of settlement negotiations,</p> <p>7 but you can answer the question.</p> <p>8 BY MR. JOHNSON:</p> <p>9 Q Do you see the attachment to</p> <p>10 this e-mail, the Voya Duration Universal</p> <p>11 Life illustration?</p> <p>12 A No, but it may have been</p> <p>13 discussed.</p> <p>14 Q But as you sit here today, you</p> <p>15 think this is the first time you have ever</p> <p>16 seen this document, the Voya Duration</p> <p>17 Universal Life illustration?</p> <p>18 A Unless it was an attachment, I</p> <p>19 don't remember. I don't recall.</p> <p>20 Q If you look at the page</p> <p>21 numbering in the upper right-hand corner</p> <p>22 of this document, I'm looking at page 6 of</p> <p>23 10. And in the middle there, there is a</p> <p>24 table of numbers. And to the right there</p> <p>25 is -- in fact, to the far right of the</p>	<p style="text-align: right;">Page 95</p> <p>1 G. Wiseman</p> <p>2 that amount of premium to extend the death</p> <p>3 benefit on your mother?</p> <p>4 A I would be unable to do so.</p> <p>5 Q So you would not have wanted to</p> <p>6 exchange into a contract that provided for</p> <p>7 \$300,000 in death benefit, if the premium</p> <p>8 was going to be \$56,000 a year?</p> <p>9 A Could you repeat what the</p> <p>10 premium would have been? You said 56 --</p> <p>11 Q Yeah, and we can be more precise</p> <p>12 or we could use the first year of 71,000.</p> <p>13 A Right.</p> <p>14 Q And the difference between the</p> <p>15 71,000 and the 56,000 was the cash</p> <p>16 surrender value of the contract at the</p> <p>17 time of the illustration?</p> <p>18 A Yes. And the reason why is</p> <p>19 because I'm paying in premium as much as</p> <p>20 she's getting as a net benefit. And that</p> <p>21 goes back to my comment that they may as</p> <p>22 well sock it in a bank and not buy life</p> <p>23 insurance.</p> <p>24 Q If you had purchased this and</p> <p>25 paid out \$71,000 in year one and your</p>
<p style="text-align: right;">Page 94</p> <p>1 G. Wiseman</p> <p>2 column it says, "Net death benefits" and</p> <p>3 the valuation each of those is \$300,000</p> <p>4 through age 100.</p> <p>5 A Yes.</p> <p>6 Q And so this illustration depicts</p> <p>7 a scenario where you could have \$300,000</p> <p>8 in death benefit through age 100.</p> <p>9 Do you see that?</p> <p>10 A It seems to cutoff after 96. If</p> <p>11 you're looking at where there is three</p> <p>12 stars, there is 000.</p> <p>13 Q That is under the minimum</p> <p>14 interest rate and maximum charge scenario.</p> <p>15 If you go to the far right of</p> <p>16 the current charges at four and a half</p> <p>17 percent rate, do you see that this</p> <p>18 illustration provides for \$300,000 of</p> <p>19 insurance death benefit through age 100?</p> <p>20 A Yes.</p> <p>21 Q And the premiums are 71,000 in</p> <p>22 the first year and 56,840 in the</p> <p>23 subsequent years?</p> <p>24 A Yes.</p> <p>25 Q Were you interested in paying</p>	<p style="text-align: right;">Page 96</p> <p>1 G. Wiseman</p> <p>2 mother passed, she would have been paid</p> <p>3 \$300,000, right?</p> <p>4 A Yes, but I'm counting on my</p> <p>5 mother continuing to live.</p> <p>6 Q Then why do you buy any</p> <p>7 insurance on her at all?</p> <p>8 A Unfortunately, one doesn't</p> <p>9 always get what one wants. She may</p> <p>10 eventually, God forbid, die. I don't</p> <p>11 know. There is always hope to survive.</p> <p>12 MR. GOTTESMAN: Would it be okay</p> <p>13 if I clean up her exhibits?</p> <p>14 MR. JOHNSON: That is a great</p> <p>15 idea.</p> <p>16 BY MR. JOHNSON:</p> <p>17 Q Dr. Wiseman, it's almost one</p> <p>18 o'clock. If you want to take a lunch</p> <p>19 break, we can. I guess I have about</p> <p>20 another hour to go.</p> <p>21 A What do you want to do?</p> <p>22 MR. GOTTESMAN: It's totally up</p> <p>23 to you. If we continue now, we will</p> <p>24 be done --</p> <p>25 MR. JOHNSON: Around two</p>

GLORIA D. WISEMAN  
GLORIA D. WISEMAN vs ING GROEP

February 01, 2018  
97-100

<p style="text-align: right;">Page 97</p> <p>1 G. Wiseman 2 o'clock. 3 Let's take a short break. 4 (Thereupon, a recess was taken, 5 and then the proceedings continued as 6 follows:) 7 BY MR. JOHNSON: 8 Q Dr. Wiseman, before the break, 9 we were talking about opportunities to 10 exchange your mother's contract for one 11 that would extend the death benefit beyond 12 age 95. And we looked at, I guess it was 13 Exhibit 6 that -- 14 A Is that this one? The last one? 15 Q Yes. 16 Were there any other 17 opportunities presented to exchange 18 besides what's suggested in Exhibit 6? 19 A I'm not sure if there was 20 another instance or if I'm confusing the 21 other instance with this. 22 Q But you think there was one 23 other instance? 24 A It is possible. I don't know. 25 This may be it. I think I only know one</p>	<p style="text-align: right;">Page 99</p> <p>1 G. Wiseman 2 A I wouldn't know because I never 3 e-mail him. 4 Q And the subject line of the 5 e-mail is "Wiseman policy". 6 Do you see that? 7 A Yes. I'm just taking a second 8 to read it. 9 Q Take your time and let me know 10 when you have had a chance to look through 11 it. 12 (Witness reviewing document.) 13 Q Have you had a chance to read 14 through it? 15 A Yes, I believe so. 16 Q If you look at the first line it 17 says, "In response to your recent 18 inquiry." 19 Were you aware that Mr. Zucker 20 had inquired of the company concerning the 21 contract at issue in this case? 22 A No, and I guess he may not have 23 known about Mr. Gottesman. 24 Q Did you ask Mr. Zucker last fall 25 or in late 2017 to reach out to --</p>
<p style="text-align: right;">Page 98</p> <p>1 G. Wiseman 2 and I thought this was it, but I don't 3 know if this is different or the same 4 thing. 5 MR. JOHNSON: Let's mark this as 6 Exhibit 7, if we could. 7 (Whereupon, E-mail from Brian 8 Mueller to Murray Zucker dated 9 December 4, 2017, was marked as 10 Defendants' Exhibit 7 for 11 identification, as of this date.) 12 BY MR. JOHNSON: 13 Q Dr. Wiseman, have you ever seen 14 the e-mail that's printed out in Exhibit 15 7? 16 A No. 17 Q And that's an e-mail from Brian 18 Mueller or Mueller to Mr. Zucker. 19 Do you see that? 20 MR. GOTTESMAN: Objection. The 21 document speaks for itself. You can 22 answer. 23 A Well, that's what it says. 24 Q Is that Mr. Zucker's e-mail 25 address there, the AOL address?</p>	<p style="text-align: right;">Page 100</p> <p>1 G. Wiseman 2 A No, I did not. Mr. Gottesman 3 was retained. 4 Q So Mr. Zucker's activity here 5 was unknown to you? 6 A That's correct. 7 Q And did Mr. Zucker provide to 8 you any of the information that's in this 9 e-mail, which is that there is a possible 10 life insurance policy that would extend 11 the death benefit? 12 A I'm sorry. No. 13 Q Mr. Zucker didn't tell you any 14 of that? 15 A No. 16 (Whereupon, Voya Duration 17 Universal Life Illustration, was 18 marked as Defendants' Exhibit 8 for 19 identification, as of this date.) 20 BY MR. JOHNSON: 21 Q Dr. Wiseman, take a minute to 22 look through Exhibit 8. 23 The question I'll ask you after 24 you have had a chance to look through it 25 is whether you have had a chance to look</p>

GLORIA D. WISEMAN  
GLORIA D. WISEMAN vs ING GROEP

February 01, 2018  
101-104

<p style="text-align: right;">Page 101</p> <p>1 G. Wiseman 2 through this document that we have marked 3 as Exhibit 8. 4 Have you seen Exhibit 8 before, 5 Dr. Wiseman? 6 A No. Does this have something to 7 do with the other one? 8 MR. GOTTESMAN: He asks the 9 questions. 10 A No, I haven't seen it. 11 Q You're always thinking two steps 12 ahead of my next question. 13 So you don't know whether what 14 we have marked as Exhibit 8 is an 15 attachment to Exhibit 7; is that correct? 16 A That's correct. 17 Q I think it would be easier to 18 look at Exhibit 7, which is just one page. 19 If Mr. Zucker had shared this 20 information with you that's in Exhibit 7, 21 would you have been interested in 22 purchasing the policy described there with 23 a premium of \$66,000 a year. 24 MR. GOTTESMAN: Objection. This 25 is a matter that was in the context of</p>	<p style="text-align: right;">Page 103</p> <p>1 G. Wiseman 2 going to ask questions and you're 3 going to answer the question. 4 BY MR. JOHNSON: 5 Q The question, Dr. Wiseman, is: 6 If Mr. Zucker had shared with 7 you the information that's in Exhibit 7, 8 would you have been interested in paying 9 \$66,000 a year in premiums for a \$300,000 10 life insurance contract on your mother? 11 A It appears to be slightly better 12 than the one that was offered before but 13 not much. It's a lot of money per month. 14 It would end up being similar to the one 15 that's offered to Mr. Gottesman for my 16 mother and for me. 17 As I said before, I don't have 18 that kind of money at this point in time. 19 Q So you would have declined to 20 proceed with this exchange if you had 21 known about this? 22 A It does not seem very practical 23 to give 300 or almost 300 to be able to 24 now, at this point in time, get to be over 25 100 and get 300,000.</p>
<p style="text-align: right;">Page 102</p> <p>1 G. Wiseman 2 settlement negotiations. Also -- 3 that's the objection. You can answer. 4 A I'm confused because, obviously, 5 he was acting alone. Mr. Gottesman was 6 retained. I would not ask someone to do 7 something if I have retained an attorney. 8 I don't know if there is something 9 confusing between my mother and 10 Mr. Zucker, but I'm unaware and I have no 11 knowledge. 12 Q So you're suggesting that, 13 perhaps, maybe your mother asked 14 Mr. Zucker to inquire? 15 A Or perhaps he was doing it on 16 his own. 17 Q As your insurance agent? 18 A Yes. It says for Gloria 19 Wiseman, but the number is G, so that 20 would be my mother; is that not correct? 21 MR. GOTTESMAN: You're not 22 asking the questions. 23 THE WITNESS: I am so not used 24 to this. 25 MR. GOTTESMAN: The attorney is</p>	<p style="text-align: right;">Page 104</p> <p>1 G. Wiseman 2 I cannot think about it clearly 3 unless I know that I have the kind of 4 money to put in. It does not seem 5 practical but I don't see how I could 6 afford this now. 7 Q And I believe, if I understand 8 your testimony, Dr. Wiseman, it is that if 9 you had seen in the written contract that 10 it was not a whole life policy, you would 11 have taken steps when your mother was much 12 younger to move to a whole life policy; is 13 that correct? 14 A Yes. 15 Q And the contract would have been 16 cheaper since your mother would have been 17 much younger; is that correct? 18 A That's correct. 19 MR. JOHNSON: This one is 20 Exhibit 9. 21 (Whereupon, Letter from 22 ReliaStar Life Insurance Company of 23 New York to New York Department of 24 Financial Services, dated March 11, 25 2016, was marked as Defendants'</p>



GLORIA D. WISEMAN  
GLORIA D. WISEMAN vs ING GROEP

February 01, 2018  
105-108

<p style="text-align: right;">Page 105</p> <p>1 G. Wiseman</p> <p>2 Exhibit 9 for identification, as of</p> <p>3 this date.)</p> <p>4 BY MR. JOHNSON:</p> <p>5 Q Exhibit 9 is a letter from</p> <p>6 ReliaStar to the Consumer Assistance Unit</p> <p>7 of the New York Department of Financial</p> <p>8 Services.</p> <p>9 Do you see that?</p> <p>10 A Yes.</p> <p>11 Q And on the second page you are</p> <p>12 shown as a carbon copy.</p> <p>13 Is that your address there?</p> <p>14 A The second page?</p> <p>15 Q Yes.</p> <p>16 A Yes.</p> <p>17 Q I've also seen in some of the</p> <p>18 documents an address in Manhattan, Fort</p> <p>19 Washington, I want to say.</p> <p>20 A That's my mother's apartment.</p> <p>21 Q Does she still live there?</p> <p>22 A Yes, she does.</p> <p>23 Q Did you receive a copy of what</p> <p>24 was marked as Exhibit 9 as the Teaneck,</p> <p>25 New Jersey address?</p>	<p style="text-align: right;">Page 107</p> <p>1 G. Wiseman</p> <p>2 owner received the policy pages?</p> <p>3 A I have no way of knowing. I</p> <p>4 didn't see it and I cannot attest to</p> <p>5 saying that it is accurate about the</p> <p>6 maturity age 95 is a common policy</p> <p>7 provision.</p> <p>8 MR. GOTTESMAN: If I may, first</p> <p>9 of all, can you read back the</p> <p>10 question?</p> <p>11 BY MR. JOHNSON:</p> <p>12 Q I was going to say the same</p> <p>13 thing. I think the question is: Is there</p> <p>14 anything inaccurate --</p> <p>15 MR. GOTTESMAN: Would it be</p> <p>16 easier if we go through sentence by</p> <p>17 sentence whether she knows of an</p> <p>18 inaccuracy in that sentence whether</p> <p>19 she does or doesn't? Rather than</p> <p>20 the --</p> <p>21 MR. JOHNSON: I think the</p> <p>22 witness has already indicated that</p> <p>23 there are some matters on which she</p> <p>24 has no knowledge one way or the other.</p> <p>25 All I'm interested in are matters on</p>
<p style="text-align: right;">Page 106</p> <p>1 G. Wiseman</p> <p>2 A I don't recall.</p> <p>3 Q Dr. Wiseman, focusing on the</p> <p>4 first two pages of this document, it is a</p> <p>5 two-page letter and there are a number of</p> <p>6 attachments with the letter that comprise</p> <p>7 the remainder of Exhibit 9.</p> <p>8 A Uh-huh.</p> <p>9 Q With respect to the first two</p> <p>10 pages of the letter to the New York</p> <p>11 Department of Financial Services, can you</p> <p>12 identify anything that is inaccurate on</p> <p>13 those two pages?</p> <p>14 A I have no way of knowing if it</p> <p>15 is accurate that the maturity at age 95 is</p> <p>16 a common policy provision in the life</p> <p>17 insurance industry in 1991 when the policy</p> <p>18 was issued.</p> <p>19 Also, the letter states, "Policy</p> <p>20 maturity date was shown on the policy date</p> <p>21 of pages the owner received at issue".</p> <p>22 Either I or my mother have the originals.</p> <p>23 We tend to keep stuff. We don't have it.</p> <p>24 Don't remember seeing it.</p> <p>25 Q So you're disputing that the</p>	<p style="text-align: right;">Page 108</p> <p>1 G. Wiseman</p> <p>2 which she has knowledge and she knows</p> <p>3 the statement to be incorrect.</p> <p>4 MR. GOTTESMAN: Well, I'm going</p> <p>5 to object to that because some of this</p> <p>6 requires legal knowledge, knowledge of</p> <p>7 the insurance industry, and knowledge</p> <p>8 of what ReliaStar did and how it</p> <p>9 responded to various things.</p> <p>10 So she can answer, but I don't</p> <p>11 know if she's -- if the question is a</p> <p>12 question she is able to answer in this</p> <p>13 letter.</p> <p>14 Can you just read back the</p> <p>15 question?</p> <p>16 MR. JOHNSON: I think I've</p> <p>17 modified the question since the</p> <p>18 original iteration of it.</p> <p>19 MR. GOTTESMAN: Okay. What's</p> <p>20 the new iteration?</p> <p>21 BY MR. JOHNSON:</p> <p>22 Q The new iteration is: On the</p> <p>23 first two pages of Exhibit 9, are there</p> <p>24 any statements --</p> <p>25 MR. JOHNSON: Strike that.</p>



GLORIA D. WISEMAN  
GLORIA D. WISEMAN vs ING GROEP

February 01, 2018  
109-112

<p style="text-align: right;">Page 109</p> <p>1 G. Wiseman</p> <p>2 Q On the first two pages of</p> <p>3 Exhibit 9, are there any factual</p> <p>4 statements that you know to be inaccurate?</p> <p>5 A I don't know, but I'll make the</p> <p>6 same comment, that the company is not</p> <p>7 currently of a whole life or endowment</p> <p>8 insurance is not available for issue. And</p> <p>9 insured at age 94. I have no knowledge of</p> <p>10 the company not having it.</p> <p>11 The duplicate that we got, I</p> <p>12 don't know if that was the original from</p> <p>13 Lincoln. It looks different from what you</p> <p>14 showed from Lincoln in one of your</p> <p>15 exhibits. That was not what I received or</p> <p>16 my mother received.</p> <p>17 MR. GOTTESMAN: If we're going</p> <p>18 to do this in a scatter shot way,</p> <p>19 wouldn't it be more efficient to go</p> <p>20 through the letter sentence by</p> <p>21 sentence and ask is this sentence</p> <p>22 known to be accurate or inaccurate,</p> <p>23 rather than a scatter shot letter that</p> <p>24 hasn't been seen before being piece</p> <p>25 meal and discussed?</p>	<p style="text-align: right;">Page 111</p> <p>1 G. Wiseman</p> <p>2 business and I'm not a lawyer.</p> <p>3 Q And I understand that.</p> <p>4 With respect to the exhibits</p> <p>5 we've marked as Exhibit 1, which is your</p> <p>6 mother's contract and Exhibit 5, which is</p> <p>7 your own contract --</p> <p>8 A Yes.</p> <p>9 Q -- do you have any reason to</p> <p>10 believe that those are not, in fact, the</p> <p>11 terms that govern those insurance</p> <p>12 contracts?</p> <p>13 A I did not see it at the time so</p> <p>14 I can't say that I know it to be true or</p> <p>15 not true. You're showing me February 1,</p> <p>16 2018 about something which should have</p> <p>17 existed that I did not get in 1994.</p> <p>18 Q So how do you know --</p> <p>19 A 1991.</p> <p>20 Q How do you know you have a</p> <p>21 contract with an exchange provision then?</p> <p>22 A Because whatever sample I was</p> <p>23 shown had about the exchange, the present</p> <p>24 ones also have about the exchange but if</p> <p>25 you have a policy.</p>
<p style="text-align: right;">Page 110</p> <p>1 G. Wiseman</p> <p>2 BY MR. JOHNSON:</p> <p>3 Q Is that all your testimony on</p> <p>4 the first two pages of Exhibit 9,</p> <p>5 Dr. Wiseman?</p> <p>6 A This is also discussing</p> <p>7 attachments that I haven't looked at yet</p> <p>8 and I have no way of saying if there is</p> <p>9 any flexible premium or universal lifetime</p> <p>10 policy premium is required, et cetera.</p> <p>11 "If the policy owner wants to</p> <p>12 keep the current life insurance in force</p> <p>13 to its maturity date". I am not in</p> <p>14 insurance, I don't know that to be true.</p> <p>15 Q Do you know it to be false?</p> <p>16 A I have no way of knowing. I'm</p> <p>17 not in the insurance business.</p> <p>18 Q All I'm asking is statements</p> <p>19 that you know to be false. And, again,</p> <p>20 just the first two pages.</p> <p>21 A I had no knowledge that it was</p> <p>22 not a whole life insurance policy before</p> <p>23 later in time. I mean, around late 2014,</p> <p>24 2015. But there is a lot I can't comment</p> <p>25 on because I'm not in the insurance</p>	<p style="text-align: right;">Page 112</p> <p>1 G. Wiseman</p> <p>2 Q Do you have any reason to</p> <p>3 believe that your contract with ReliaStar</p> <p>4 contains terms that are more favorable to</p> <p>5 you that are set forth in Exhibit 5?</p> <p>6 A I have no way of knowing.</p> <p>7 Q Other than Mr. Zucker,</p> <p>8 Mr. Pinczower, Mr. Agee and Mr. Gottesman,</p> <p>9 have anyone else represented you in any</p> <p>10 capacity in your dealings with ReliaStar?</p> <p>11 A I also tried to deal with Voya</p> <p>12 ReliaStar. Does that count?</p> <p>13 Q Who did?</p> <p>14 A I did.</p> <p>15 Q Anyone else?</p> <p>16 A The ones that you named. I</p> <p>17 don't recall anyone else.</p> <p>18 Q Did ReliaStar or any of its</p> <p>19 predecessors ever do anything to prevent</p> <p>20 you from knowing the terms of your</p> <p>21 contract?</p> <p>22 A Actually, yes.</p> <p>23 Q What did they do?</p> <p>24 A I get yearly bills. In my</p> <p>25 bills, the ones that I see, I don't see,</p>

GLORIA D. WISEMAN  
GLORIA D. WISEMAN vs ING GROEP

February 01, 2018  
113-116

<p style="text-align: right;">Page 113</p> <p>1 G. Wiseman</p> <p>2 oh, and by the way, you have to die by</p> <p>3 then, or reiterating that they are not</p> <p>4 whole life. But you get billed year after</p> <p>5 year after year.</p> <p>6 Q How did that prevent you from</p> <p>7 learning the terms of your contract or</p> <p>8 prevent you from learning that it was not,</p> <p>9 in fact, a whole life policy?</p> <p>10 A To be honest, I believe there</p> <p>11 are other companies who write, who after</p> <p>12 you pay the bill will give you summaries,</p> <p>13 send you information, which if you know</p> <p>14 something is messed up, will pique your</p> <p>15 interest. I recall only receiving bills.</p> <p>16 Q Did you ever wonder what the</p> <p>17 terms of your contract were?</p> <p>18 A Unfortunately, I assumed it was</p> <p>19 what I thought it was.</p> <p>20 Q Which was a whole life policy?</p> <p>21 A Yes. I work almost every day of</p> <p>22 the week. I work late. I got married. I</p> <p>23 had two kids. I got divorced. There was,</p> <p>24 like, no time to really be able to sit</p> <p>25 down and say, okay, now I can review and</p>	<p style="text-align: right;">Page 115</p> <p>1 G. Wiseman</p> <p>2 responsibilities to be as a class</p> <p>3 representative in a class action?</p> <p>4 A I'm not a lawyer. My</p> <p>5 understanding as a non-lawyer, as a</p> <p>6 regular person, is that a class action is</p> <p>7 for when somebody or a company does</p> <p>8 something wrong or unfair or inappropriate</p> <p>9 to one person, you can sue.</p> <p>10 Then if you do it to someone</p> <p>11 else, and very likely because, as you guys</p> <p>12 state, and wherever it was here that that</p> <p>13 is a practice, that is the practice.</p> <p>14 So I don't agree, I don't like</p> <p>15 your practices. I don't think it was</p> <p>16 appropriate what happened to my mother. I</p> <p>17 think it is outrageous. It might be just</p> <p>18 as outrageous for me. My mother is not</p> <p>19 likely to be the only person that has lost</p> <p>20 all her money that they put in and their</p> <p>21 expectations because they didn't drop dead</p> <p>22 in time.</p> <p>23 I imagine that there are a lot</p> <p>24 of people out there who this has happened</p> <p>25 to.</p>
<p style="text-align: right;">Page 114</p> <p>1 G. Wiseman</p> <p>2 check on anything.</p> <p>3 Yes, I would have liked to but</p> <p>4 apparently it didn't occur either. But I</p> <p>5 was able to assume so because I did not</p> <p>6 get information from the company that</p> <p>7 frequently other companies send out</p> <p>8 regularly.</p> <p>9 Q Did you ever speak with anyone</p> <p>10 from Lincoln after you bought the policy?</p> <p>11 A I don't recall.</p> <p>12 Q Do you have a written engagement</p> <p>13 letter with Mr. Gottesman and his law</p> <p>14 firm? That's just a "yes" or "no"</p> <p>15 question.</p> <p>16 A I believe so.</p> <p>17 Q Do you have a written engagement</p> <p>18 letter with any other lawyers or law firms</p> <p>19 relating to this lawsuit?</p> <p>20 A No, not to my knowledge.</p> <p>21 Q To your knowledge, is any lawyer</p> <p>22 representing you in this lawsuit besides</p> <p>23 Mr. Gottesman?</p> <p>24 A Not to my knowledge.</p> <p>25 Q What do you understand your</p>	<p style="text-align: right;">Page 116</p> <p>1 G. Wiseman</p> <p>2 Q You imagine it. Do you know of</p> <p>3 anyone else who sought to exchange and was</p> <p>4 unable to?</p> <p>5 A No, but I'm sure if this was</p> <p>6 public, there would be a lot of people</p> <p>7 coming forward.</p> <p>8 Q Did Mr. Zucker tell you that he</p> <p>9 has had other clients who have experienced</p> <p>10 something like this?</p> <p>11 A He may have. I don't think --</p> <p>12 we did not have a specific conversation</p> <p>13 but I believe he has.</p> <p>14 Q You believe he has what?</p> <p>15 A He likely has that experience.</p> <p>16 After all, he told me to get a lawyer.</p> <p>17 Q You haven't asked him whether he</p> <p>18 knows of anyone else that has had the same</p> <p>19 experience?</p> <p>20 A Yes. I'm saying the odds are</p> <p>21 there are others out there.</p> <p>22 Q I'm not interested in odds. I'm</p> <p>23 interested in facts.</p> <p>24 Do you know of one other person</p> <p>25 out there who tried to exchange and was</p>

GLORIA D. WISEMAN  
GLORIA D. WISEMAN vs ING GROEP

February 01, 2018  
117-120

<p style="text-align: right;">Page 117</p> <p>1 G. Wiseman</p> <p>2 unable to to their satisfaction?</p> <p>3 A I don't know of anyone</p> <p>4 specifically. However, the number of</p> <p>5 times that I was told no on the phone when</p> <p>6 I called to speak to people at Voya until</p> <p>7 I started to put it in writing, just no,</p> <p>8 no, no.</p> <p>9 I couldn't possibly be the only</p> <p>10 one that called up and kept on being told</p> <p>11 no. Or someone like this, you get to pay</p> <p>12 \$300,000 and in a few years, if you died</p> <p>13 by then, you get back the 300,000. If you</p> <p>14 have not died by then, then you have lost</p> <p>15 yet another 300,000.</p> <p>16 Q Would you agree with me that any</p> <p>17 person who purchased this policy and</p> <p>18 received a copy of the policy would</p> <p>19 understand it is not a whole life policy?</p> <p>20 MR. GOTTESMAN: Objection.</p> <p>21 Calls for hearsay and what other</p> <p>22 people might think. You can answer.</p> <p>23 A I mean, I don't know. It</p> <p>24 depends, A, if they got the policy, and,</p> <p>25 B, if they read it carefully, and, C, if</p>	<p style="text-align: right;">Page 119</p> <p>1</p> <p>2 enter into that market, right?</p> <p>3 A No.</p> <p>4 Q And you probably wouldn't sell</p> <p>5 your contract on your own life to a</p> <p>6 stranger, would you?</p> <p>7 A No.</p> <p>8 MR. JOHNSON: Let me take a</p> <p>9 quick break and I may be done. Let's</p> <p>10 go off the record.</p> <p>11 (Discussion held off the record)</p> <p>12 MR. JOHNSON: I have no further</p> <p>13 questions for this witness.</p> <p>14 (Time noted: 1:50 p.m.)</p> <p>15</p> <p>16</p> <p>17</p> <p>18 GLORIA D. WISEMAN</p> <p>19</p> <p>20 Subscribed and sworn to</p> <p>21 before me this day</p> <p>22 of , 2018.</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">Page 118</p> <p>1 G. Wiseman</p> <p>2 they understood it.</p> <p>3 Q Understood what the maturity</p> <p>4 date was?</p> <p>5 A Yes.</p> <p>6 Q But you don't know what other</p> <p>7 people think or understand or expect,</p> <p>8 right?</p> <p>9 A No.</p> <p>10 Q Have you ever tried to sell your</p> <p>11 contract to a third-party?</p> <p>12 A Sell my contract to someone</p> <p>13 else?</p> <p>14 Q Correct.</p> <p>15 A How can you sell your life</p> <p>16 insurance to someone else?</p> <p>17 MR. GOTTESMAN: Just answer the</p> <p>18 question.</p> <p>19 Q It is a bizarre concept.</p> <p>20 A No.</p> <p>21 Q You're not aware of any</p> <p>22 secondary market for life insurance</p> <p>23 contracts?</p> <p>24 A No.</p> <p>25 Q And you have never tried to</p>	<p style="text-align: right;">Page 120</p> <p>1</p> <p>2</p> <p>3 ----- I N D E X -----</p> <p>4 WITNESS EXAMINATION BY PAGE</p> <p>5</p> <p>6 GLORIA WISEMAN</p> <p>7</p> <p>8 MR. JOHNSON 5</p> <p>9</p> <p>10 ----- EXHIBITS -----</p> <p>11</p> <p>12 DEFENDANTS' FOR ID.</p> <p>13</p> <p>14 1 Contract by Lincoln Life Insurance 23</p> <p>15 2 Service Information Report from 46</p> <p>16 3 Letter from Gloria Wiseman to 62</p> <p>17 4 Angela LeClair-Cardinal at Voya</p> <p>18 5 Letter to Department of Financial 79</p> <p>19 6 Services dated December 22, 2015</p> <p>20</p> <p>21 7 Contract from Lincoln Security 88</p> <p>22 8 Life Insurance Company</p> <p>23 9 E-mail from Andrea Nelson to Mr. 92</p> <p>24 10 Gottesman, dated March 18, 2016</p> <p>25</p> <p>11</p> <p>12 7 E-mail from Brian Mueller to 98</p> <p>13 8 Murray Zucker dated December 4,</p> <p>14 9 2017</p> <p>15</p> <p>16 8 Voya Duration Universal Life 100</p> <p>17 9 Illustration</p> <p>18 10 Letter from ReliaStar Life 104</p> <p>19 11 Insurance Company of New York to</p> <p>20 12 New York Department of Financial</p> <p>21 13 Services, dated March 11, 2016</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

GLORIA D. WISEMAN  
GLORIA D. WISEMAN vs ING GROEP

February 01, 2018  
121-124

Page 121	Page 123
<p>1 2 CERTIFICATE 3 STATE OF NEW YORK ) 4 : SS 5 COUNTY OF NEW YORK) 6 7 I, Adrienne M. Mignano, a 8 Registered Professional Reporter and Notary 9 Public within and for the State of New York, 10 do hereby certify: 11 That GLORIA D. WISEMAN, the 12 witness whose deposition is hereinbefore set 13 forth, was duly sworn by me and that such 14 deposition is a true record of the testimony 15 given by the witness. 16 I further certify that I am 17 not related to any of the parties to this 18 action by blood or marriage, and that I am 19 in no way interested in the outcome of this 20 matter. 21 IN WITNESS WHEREOF, I have 22 hereunto set my hand this 5th day of 23 February 2018. 24 _____ 25 ADRIENNE M. MIGNANO</p>	<p>1 2 DEPOSITION ERRATA SHEET 3 Page No. _____ Line No. _____ Change to: _____ 4 Reason for change: _____ 5 6 Page No. _____ Line No. _____ Change to: _____ 7 Reason for change: _____ 8 9 Page No. _____ Line No. _____ Change to: _____ 10 Reason for change: _____ 11 12 Page No. _____ Line No. _____ Change to: _____ 13 Reason for change: _____ 14 15 Page No. _____ Line No. _____ Change to: _____ 16 Reason for change: _____ 17 18 Page No. _____ Line No. _____ Change to: _____ 19 Reason for change: _____ 20 21 Page No. _____ Line No. _____ Change to: _____ 22 Reason for change: _____ 23 24 SIGNATURE: _____ DATE: _____ GLORIA D. WISEMAN 25</p>
<p>1 2 DEPOSITION ERRATA SHEET 3 Our Assignment No: J124887 4 Case Caption: Gloria D. Wiseman 5 vs. 6 ING Groep, N.V., Voya Financial, et al 7 8 DECLARATION UNDER PENALTY OF PERJURY 9 10 I declare under penalty of perjury 11 that I have read the entire transcript 12 of my deposition taken in the captioned 13 matter or the same has been read to me, 14 and the same is true and accurate, save 15 and except for changes and/or corrections, 16 if any, as indicated by me on the 17 DEPOSITION ERRATA SHEET hereof, with the 18 understanding that I offer these changes 19 as if still under oath. 20 21 SIGNATURE _____ DATE: _____ 22 GLORIA D. WISEMAN 23 Subscribed and sworn to on the ____ day of _____, 20__ before me, 24 _____ 25 Notary Public, in and for the State of _____</p>	<p>1 2 DEPOSITION ERRATA SHEET 3 4 Page No. _____ Line No. _____ Change to: _____ 5 Reason for change: _____ 6 7 Page No. _____ Line No. _____ Change to: _____ 8 Reason for change: _____ 9 10 Page No. _____ Line No. _____ Change to: _____ 11 Reason for change: _____ 12 13 Page No. _____ Line No. _____ Change to: _____ 14 Reason for change: _____ 15 16 Page No. _____ Line No. _____ Change to: _____ 17 Reason for change: _____ 18 19 Page No. _____ Line No. _____ Change to: _____ 20 Reason for change: _____ 21 22 Page No. _____ Line No. _____ Change to: _____ 23 Reason for change: _____ 24 25 SIGNATURE: _____ DATE: _____ GLORIA D. WISEMAN</p>